

GENERAL TERMS AND CONDITIONS

The general terms and conditions apply to trade relations between the buyer and the company **Armie, Spol. s R.O., engineering 603/85, 06901 SNINA, ico: 36731684, VAT ID: SK2022320355**. The person responsible for the operation is Valerian Grass (info@mafiapopart.sk/0918 772 471).

Contacting us is possible either via email info@mafiapopart.sk, or by telephone on mobile number **0918 772 471** on working days from 8:00 to 15:30h.

The company is registered **in the commercial registry of the District Court in Presov**, insert No. **23544/P**.

Supervisory Authority: SOI inspector based in Presov for Prešov Region, defenders of Peace 6, 080 01 Prešov

I. Order

1. Buyer orders the seller's goods through the trading system on **www.mafiapopart.sk** in writing via e-shop or by email or telephone. The order thus made shall be deemed to be binding and is in accordance with Law no 108/2000 Coll., as amended by its successive changes and rules, as a distance contract.

2. for each order, the purchaser must indicate the name and surname, postal address, telephone number, e-mail (physical and legal person of the entrepreneur as WELL AS ico, VAT ID, tax ID, billing address), name of the goods and number of units, mode of transport and method of payment. The ORDER by E-Shop meets these terms automatically.

3. Such data shall, within the meaning of the Data Protection act No 122/2013 coll, be used only in the context of the commercial relationship between the seller and the consumer and will not be provided to a third party (except for the person providing the carriage of goods, etc.).

4. upon receipt of the order, this order will be registered in the seller's system and at the same time the business relationship between the seller and the consumer arises. No later than 24 hours (on weekdays), the seller will contact the buyer and acknowledge receipt of the order. From this date the order for the buyer is binding.

5. The consumer shall have the right to cancel the order without charge, within 24 hours of receipt of the e-mail receipt of the order by the seller. The order can be reversed in writing only by e-mail. The cancellation confirmation shall be

communicated by the seller to the purchaser in writing. The written form is required on the basis of an substantiating document for the seller and the cessation of the order handling.

II. Delivery time

- 1.** delivery times are different for different types of products. As a rule, the standard delivery time is 5 to 10 working days from receipt of payment to the seller's account (advance payment) or from the date of notification of payment on delivery.
- 2.** in exceptional cases where certain types of goods are not in stock and are not available to producers and importers, the delivery period may be longer. The period of delivery may also be extended in the event of unforeseen situations such as loss or damage to the consignment by the transporter, bad weather conditions, hidden defects found only when packing the consignment, etc.

III. Price, payment terms and freight

- 1.** The price of the product is determined by the seller's price list. Prices listed in the price list may be subject to change without prior notification. The Seller reserves the right to change prices following changes in the prices of producers, importers, etc. The valid product price will always be announced when you verify your order.
- 2.** The consumer shall pay the payment by delivery or transfer/deposit into the seller's account.
- 3.** the buyer undertakes to pay in full 7 days for the goods the purchase price, and within the meaning of the payment terms applicable on the day of dispatch of the order. Otherwise, its order will be canceled.
- 4.** The mode of transport shall be chosen by the consumer himself through the order form in the E-shop or other means of communication.

The consumer can choose the mode of transport, namely:

- (a) Personal collection
- (b) Courier (Transmitting service)

- 5.** The amount of transport costs will always be notified to the buyer when the order is confirmed. Alternatively, the seller will recommend the buyer a cheaper variant of transport.

For up-to-date information on transport prices and payment methods, visit the Shipping and Payment section of the page.

IV. Takeover of Goods

1. the buyer undertakes to take over the goods at the address indicated on the order. If the shipment is reshipped due to its non-acceptance, the Buyer shall bear the shipping costs.

2. when you download a product, the consumer is required to check the physical integrity and completeness of the shipment. If the consignment is visibly damaged and destroyed, the consumer is obliged to contact the seller immediately and with the shipping company to write the record of the damage to the consignment. Any subsequent claims on the quantity and physical violation of the product will not be accepted.

3. the buyer acquires proprietary rights to the products by paying the full price and the additional cash amounts agreed in the distance purchase contract to the seller's account. Pending the transfer of proprietary rights from the seller to the purchaser who has the product in possession, the buyer has all the obligations of the depositary of the matter and is obliged to store the products and services at his own expense safely and to mark them in such a way as to be identifiable in all circumstances as a product of the seller.

4. The seller shall be entitled to demand fulfilment of the commitments, in particular the reimbursement of the price for products and services, regardless of the fact that the ownership of the product and the service has not yet been passed on to the consumer.

5. the risk of damage to the products passes to the purchaser at the moment of acceptance by the buyer or his authorised representative.

V. Termination of the contract

1. The consumer shall be entitled under law no 102/2014 § 7 (1) without giving any reason to withdraw from the contract within 14 working days from the date of receipt of the goods or from the conclusion of the service contract if the seller has duly fulfilled the information obligations under the aforementioned law. The buyer must inform the seller in writing of the withdrawal by email.

2. withdrawal shall be made in writing by means of a withdrawal form which can be FOUND [> here <](#)

3. After processing the withdrawal form, the seller contacts the buyer about the terms of return of the goods as well as the conditions for repayment of the goods and postage paid by the purchaser when the goods were purchased.

4. the buyer may not withdraw from the contract of sale closed at a distance, in particular in the case of a contract which is the subject of sales of a product made in accordance with the specific requirements of the purchaser or of a product intended specifically for one purchaser or a product which, owing to its characteristics, cannot be returned

5. The Seller reserves the right to cancel the order (withdraw from the contract) or part of it if:

(a) The product is not manufactured or has ceased to be manufactured

(b) The price of the product supplier has changed

(c) The price of the product was defective

VI. Return of goods within 30 days

1. The buyer shall have the possibility, without giving reason, to return the purchased goods within 30 days from the date of receipt of the goods. Return of goods must be made in writing by means of a form for the processing of returned goods, which can be found [> here <](#)

2. the goods must be sent to the seller's address within 30 days of the buyer's costs and liability. The shipping costs of the return of the product are borne by the buyer.

3. the product may not be damaged, used, must be in the original package and, together with the product, the purchaser must transmit all the documents relating to the product concerned (warranty certificate, acquisition document, etc.) received when it was purchased.

4. The product is not returned on delivery. The product thus sent is not accepted and is returned.

5. subject to the buyer's above obligations, the Seller shall take the goods back and within 15 days of the date of the withdrawal of the contract the price paid for the product or advance paid by the buyer for the product returns the buyer to sleep by bank transfer to the buyer's bank account.

6. the purchaser may not return the goods in particular if they are goods which have been produced according to the specific requirements of the purchaser or product intended specifically for one purchaser or product which, in view of its characteristics, cannot be returned.

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VIII. Complaints procedure

- 1.** in general, unless otherwise specified in the terms of trade, the warranty period for the performance of consumer contracts shall be set at least 24 months.
- 2.** only the product purchased and paid by the seller may be advertised. When claiming a claim, the buyer is obliged to deliver the advertised product clean, mechanically undamaged, in the original package, including manuals, warranty certificate, invoice or other proof of payment of the product to the seller. The claim must be announced in writing by means of a form for the processing of returned goods, which can be found [> here <](#). When claiming a claim, the consumer is guided by the seller's instructions.
- 3.** to accelerate the claim, the buyer can send a photo of the injured goods to the email seller info@mafiapopart.sk . The photograph should be made in such a way as to give the best possible visible defect.

4. the guarantee shall lapse if the defect has occurred by mechanical damage to the product, using the product under inappropriate conditions, non-professional repair or replacement of part of the product, failure to comply with the relevant standards by the purchaser or the person who has exercised the repair or replacement of parts of the product, or if the intervention has been transferred to a product other than the authorised person. The guarantee also excluded defects caused by natural disasters and improper treatment.

5. If the purchaser has received a product which he has not ordered, he shall send a photograph of the entire product delivered and its code code, which is stated on the box in which the product was delivered, as the basis for the claim. Then send the photo to info@mafiapopart.sk

6. If the purchaser has taken over a product which is visibly damaged, i.e. the box in which the goods were delivered to you, the claim is not covered (this warning is also included on the box where the goods will be delivered to you, do not **download** the damaged package from the Courier!).

7. The consumer shall have the right to apply to the seller with a request for redress if he is not satisfied with the manner in which the seller has handled his claim or if he considers that the seller infringed his rights. If, at the request of the consumer, the seller answers the rejection or, within 30 days of the date of its dispatch, he does not reply at all, the consumer shall have the right to submit an alternative dispute resolution (ADR). ADR can only be dealt with by disputes arising from a contract between the seller and the consumer and disputes relating to this contract, with the exception of disputes under UST. § 1 (4 of Law no 391/2015 Coll. and disputes whose value does not exceed EUR 20. The application for the initiation of ADR shall be lodged with the ADR entity under UST. Section 3 of the law cited, in support of the specified platform or form, the model of which forms Annex 1 to the law cited. The ADR entity may require the consumer to pay a fee for the opening of the ADR, but not more than EUR 5 with VAT. Where several entities are involved in the ADR, the right of choice to which they submit a proposal is the consumer. In addition to ADR, the consumer has the right to apply to the competent general or arbitration Court in a substantive and local jurisdiction. The ADR platform is available on the website: ec.europa.eu/consumers/odr/index_en.htm

8. an alternative dispute resolution body is a Slovak trade inspection, which you can also Contact [▶ HERE ◀](#)

IX. Lowest Price Guarantee

1. If the buyer on the Internet finds a product from our offer on www.obraznastenu.sk with the same parameters and at the same quality cheaper than us, the buyer receives a 10% discount on the price of the product found in the competition. The discount will be awarded only after verification of the Internet

retailer and comparable product, whether it has the same parameters and quality as the product offered at info@mafiapopart.sk.

X. Privacy Policy

1. Its information obligation against the purchaser within the meaning of art. 13 regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (general regulation on the protection of Personal Data) (hereinafter referred to as the "GDPR regulation") relating to the processing of personal data by the purchaser for the purposes of fulfilling the contract for the purposes of negotiating this agreement and for the purpose of fulfilling the public service obligations of the seller, the seller shall, by means of a special document "Terms of protection of personal data"

2. Personal data on the persons concerned are processed by the seller in accordance with Law no 18/2018 of. Z. On the protection of Personal data as amended.

XI. Sending business announcements and saving cookies

1. The buyer agrees to receive information relating to the seller's goods, services or undertakings to the buyer's electronic address and further agrees to send commercial notices to the seller at the electronic address of the purchaser. Its information obligation towards the purchaser within the meaning of art. 13 The GDPR regulations relating to the processing of the buyer's personal data for the purpose of transmitting commercial communications are performed by the seller through a separate document.

2. Buyer agrees with the storage of the so-called Cookies on his computer. In the event that a purchase on a website can be made and the obligations of the seller from the purchase contract be fulfilled without imposing a storage called Cookies on the buyer's computer, the buyer may consent to the previous sentence at any time.

XII. Final provisions

1. The seller shall have the right, according to the nature of the products ordered, to invite the purchaser to personal inspection and personal collection of the product (refers mainly to a more financially demanding product or more demanding in terms of volume or weight). In these cases the buyer will be contacted and the next procedure agreed with it. If the purchaser has already paid the purchase price, that amount shall be transferred back to it unless otherwise agreed.

- 2.** The Seller reserves the right to change the price. When you change the price the seller contacts the buyer. The buyer has the right to reverse the order at such adjusted prices.
- 3.** The buyer declares that he has made known, before completing or notifying the order, the terms and conditions of the claim and that they agree.
- 4.** Notwithstanding the other provisions of the Treaty, the seller does not correspond to the consumer for lost profits, loss of opportunity or any other indirect or consequential loss due to negligence, breach of contract or otherwise incurred.
- 5.** These general terms and conditions have been formulated and laid down in good faith in order to comply with the legal conditions and adjustments to fair commercial relations between the seller and the consumer. In the event that the competent authorities of the Slovak Republic have established certain provisions of these terms as invalid or unenforceable, in whole or in part, the validity and enforceability of the other provisions and the remaining parts of the relevant provision remain unaffected.
- 6.** consumer rights in relation to the seller under the Consumer Protection act No 250/2007 Zb. As amended and the Law on consumer protection at doorstep sales and consignment sales no 108/2000 Z. Z as amended, these conditions remain unaffected.
- 7.** legal relationships and conditions not expressly modified herein as well as any disputes arising from failure to comply with these terms shall be governed by the relevant provisions of the commercial or Civil Code.

In Snina 09.01.2019