

General terms and conditions

Internet store pristools.com

I. Introductory provisions and Definition of terms

1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the legal relations between the company

Business name: Carpathian West, s.r.o

Place of business: 90042 Miloslavov, Slnecnicová 887/40, Slovak Republic

File insert: District Court Bratislava 1, section SRO, insert number 155678/B

ID: 54130085

VAT number: 2121572057

Bank account: SK30 0900 0000 0051 8395 3682

The seller is not a VAT payer

(hereinafter referred to as the "**Seller**") and any person who is a Buyer of goods or services offered by the Seller in the Seller's Online Store, and who acts as a consumer in accordance with the other provisions of these General Terms and Conditions and relevant laws defining the consumer, within the framework of the current Slovak legislation of the Republic, especially laws: Law no. 102/2014 Coll. on consumer protection when selling goods or providing services based on a contract concluded at a distance or a contract concluded outside the Seller's premises, as amended, Act no. 250/2007 Coll . on consumer protection as amended, Act no. 22/2004 Coll . on electronic commerce as amended, Act no. 40/1964 Coll . Civil Code as amended, Act no. 250/2007 Coll . on consumer protection as amended.

1.1. Email contact and telephone contact for the Seller is:

Email: sales@pristools.com

Tel. no.: +421945461917

1.1.1. Address for sending documents, complaints, withdrawal from contracts etc. is at:
Carpathian West, s.r.o., Slnecnicová 887/40, Miloslavov 90042, Slovak Republic

1.2. These General Terms and Conditions regulate the legal relations between Buyers who are consumers and the Seller.

2. The buyer is any person (natural person or legal entity) who submitted an order via an electronic order form using the Seller's website, or by other means of remote communication.

2.1. The consumer is the Buyer, who is a natural person, and who, when concluding a purchase contract through the Seller's Internet store, does not act within the scope of his business activity.

2.2. For contractual relationships (as well as other legal relationships that may result from the contractual relationship) with Buyers acting as legal entities, or the provisions of Act no. 513/1991 Coll. Commercial Code as amended.

2.3. For the purposes of these General Terms and Conditions, a contract concluded at a distance means a contract between the Seller and the consumer agreed and concluded exclusively through one or more means of long-distance communication without the simultaneous physical presence of the Seller and the consumer, especially by using the website or other means of distance communication.

3. Products (hereinafter also "Things") are goods or services that are intended for sale and at the same time are published in the Seller's online store.

4. The seller is also the operator of the electronic system through which he operates an online store on the domain name **pristools.com** (hereinafter also "Internet Store").

5. The competent authority supervising legality in the field of consumer protection is:

Inspectorate of the Slovak Trade Inspectorate
with headquarters in Bratislava for the Bratislava region
Bajkalská 21/A, PO BOX no. 5, 820 07 Bratislava
Department of Supervision
tel. no. 02/58 27 21 72, 02/58 27 21 04
fax no. 02/58 27 21 70
email: ba@soi.sk

6. Complaints or suggestions can also be addressed by the Buyer directly to the Seller at the following address. The Seller also recommends the Buyers to address complaints and suggestions (in order to speed up the equipment) to the Seller's email address: sales@pristools.com

Any complaint or initiative will be assessed and dealt with by the Seller within 10 working days of its receipt. At the same time, the Seller informs the Buyer about its equipment in the same way that the Buyer delivered the complaint or initiative to the Seller.

7. Pursuant to §3, par. 1, letter n), Act no. 102/2014 Z. The seller informs the consumer that there are no special relevant codes of conduct to which the seller has undertaken to comply, whereby the code of conduct is understood as an agreement or a set of rules that define the behavior of the seller, who has undertaken to comply with this code of conduct in relation to one or more special business practices, or business sectors, if these are not established by law, or other legal regulation

or measure of a public administration body), which the seller has undertaken to comply with, and in the manner in which the consumer can become familiar with them, or obtain their wording.

II. Ordering a product - concluding a purchase contract

1. The proposal for the conclusion of a purchase contract by the Buyer is the sending of an order for products by the Buyer through an electronic order form, using the Seller's website, or other means of remote communication.

2. The purchase contract between the Buyer and the Seller is concluded by confirmation of the Buyer's order, which was created by the Buyer in accordance with Art. II., point 1 of these GTC to the Seller, who sends the Buyer a confirmation (electronically to the Buyer's email address chosen by the Buyer) about the acceptance of the order.

Note to point 1. and point 2. - In these cases, the contract is concluded in such a way that the customer chooses the goods that he subsequently orders, while the customer's order is considered the draft contract itself. When the seller sends the customer a confirmation e-mail, the contract is concluded.

3. The purchase contract is concluded for a fixed period of time and expires in particular upon the fulfillment of all obligations of the Seller and the Buyer

3.1. The purchase contract can also be terminated in other cases defined by the legal order of the Slovak Republic, in particular by agreement of the contracting parties and withdrawal from the contract by the consumer.

4. The Seller informs the Buyer that in case of ordering products by the Buyer, the order is connected with the obligation of payment for the Buyer, namely the form of payment chosen by the Buyer.

III. Purchase price and payment terms

1. The price of goods and services ordered through the Internet store (hereinafter referred to as the " **purchase price** ") is listed separately for each product and is valid at the moment the order is created by the Buyer.

2. The basic currency is the euro.

3. The purchase price of the goods or services listed in the Seller's online store is the total price of the goods or services including all taxes, while it is clearly indicated on the Seller's Internet store. The purchase price of goods or services does not include transport costs or other costs related to the delivery of products. The seller is not a VAT payer.

4. Forms of transport and information on forms of transport are listed in Art. VII point. 2 et seq ., of these GTC.

5. Forms of payment and information on forms of payment are listed in Article IV. point 1 et seq . of these General Terms and Conditions.

IV. Methods of payment

1. You can pay for goods and services in the Seller's online store in the following ways:

1.1. payment via the PayPal payment gateway - price 0 Eur

1.2. by transfer to the Seller's account - price 0 Eur

V. Delivery of Products

1. The Seller is obliged to fulfill the order and deliver goods or services to the Buyer no later than 30 days from the date of conclusion of the purchase contract in accordance with Art. II, point 2 et seq ., of these General Terms and Conditions. However, the usual period when the Seller ships the goods or services is 5 to 10 working days from the date of conclusion of the purchase contract, in accordance with Art. II, point 2 et seq ., of these General Terms and Conditions.

1.1. The Seller is obliged to deliver the products to the Buyer in the ordered quantity and quality together with tax documents that relate to the order and other documents, if they exist and are typical for the given products or services.

2. The place of delivery of the ordered product is the address specified by the Buyer in the order.

3. The Seller will deliver the product through his own means to the Buyer (or to a person authorized by the Buyer in writing to take over the product), or through third parties (transport and delivery companies).

4. The delivery of the product is made by its acceptance by the Buyer (or by the Buyer to a person authorized in writing to accept the product).

5. The Seller can send the goods that are immediately available to the Buyer and deliver the remaining part of the order additionally in a period that is in accordance with the delivery period according to these GTC, but only on the condition that the Buyer will not be charged any additional costs, and only if Buyer agrees.

VI. Download the product

1. The risk of damage to the product and the responsibility for damage to the product pass to the Buyer only upon proper acceptance, and it does not matter whether the Buyer takes over the product personally or through an authorized/authorized third party.

2. The right of ownership passes from the Seller to the Buyer at the moment of delivery and proper acceptance of the goods or service by the Buyer.

2.1. Among other things, the Buyer has the right not to take over the delivered product from the carrier, especially if the delivered item is of a different type or in cases /the above calculation is only demonstrative, and does not affect the Buyer's other rights not to take over the delivered product/:

a) delivery of the product/products that are in conflict with the concluded purchase contract

b) delivery of product/products that are in damaged packaging or,

c) delivery of product/products that are without relevant documents.

2.2. If the product/products are delivered to the Buyer according to letter a) point 2.1 of this article, the Buyer has, among other things, the right to have the Seller deliver the item to him free of charge and without unnecessary delay in accordance with the agreed conditions in the purchase contract, either by exchanging the product/products or by repairing them. If such a procedure is not possible, the Buyer has the right to demand a discount from the purchase price or withdraw from the contract.

3. The Seller has the right to proper and timely payment of the purchase price of the order from the Buyer for the delivered goods.

VII. Shipping - methods of transporting products and the price for their transportation

1. The Seller's shipping costs are not included in the purchase price of the product listed on the website. Forms of transport are listed in Art. VII point 2.1. et seq ., of these General Terms and Conditions, while the prices for the mentioned forms of transport are listed in Art. VII point 2.2. et seq ., of these GTC.

2. Transport methods and price for transport of ordered products:

2.1. Forms of Transport:

2.1.1. Courier service

2.1.2. Personal collection

2.2. Prices for Transport:

2.2.1. Price for transport by courier service to the delivery address in the Slovak Republic - 0 Euro

2.2.2. Price for transport by courier service to the delivery address in the Czech Republic - 0 Euro

2.2.3. Price for transport by courier service to the delivery address in the Republic of Poland - 0 Euro

2.2.3. Price for transport by courier service to the delivery address in Hungary - 0 Euro

2.2.3. Price for transport via courier service to a delivery address in Germany - 0 Euro

2.2.3. Price for transport through personal collection - price 0 Euro

VIII. Withdrawal of the Buyer from the purchase contract without giving a reason

1. The consumer is entitled to withdraw from the contract without giving a reason within 14 calendar days from the day of receipt of the goods, if the Seller properly and timely fulfilled the information obligations according to § 3 par. 1 letter h). Act no. 102/2014 Coll . as amended. If the Seller timely and properly provided the consumer with information about the right to withdraw from the contract according to § 3 par. 1 letter h) Act no. 102/2014 Coll.), the consumer is entitled to withdraw from the contract concluded at a distance or from the contract concluded outside the Seller's premises within 14 days from:

a) acceptance of goods according to Art. VIII, point 1a. of these GTC in the case of contracts, the subject of which is the sale of goods,

b) conclusion of a service provision contract or

c) concluding a contract for the provision of electronic content not delivered on a physical medium.

1a. The goods are considered to be taken over by the consumer at the moment when the consumer or a third party designated by him, with the exception of the carrier, takes over all parts of the ordered goods, or if

a) the goods ordered by the consumer in one order are delivered separately, at the moment of taking over the goods that were delivered last,

b) delivers goods consisting of several parts or pieces, at the moment of taking over the last part or last piece,

c) supplies the goods repeatedly during the defined period, at the moment of acceptance of the first delivered goods.

1.1. If the Seller has provided the consumer with information according to § 3 par. 1 letter h), Act. no. 102/2014 Coll. in the valid wording only subsequently, but no later than within 12 months from the start of the period for withdrawal from the contract according to Art. VIII point 1. of these GTC, the deadline for withdrawing from the contract expires after 14 days from the day when the Seller additionally fulfilled the information obligation.

1.2. If the Seller did not provide the consumer with information according to § 3 par. 1 letter h) Act. no. 102/2014 Coll. in the valid wording or in the additional period according to Art. VIII point 1.1 of these GTC, the withdrawal period expires after 12 months and 14 days from the date of commencement of the withdrawal period according to the paragraph under Art. VIII point 1. of these GTC

1.3. The consumer may withdraw from the contract, the subject of which is the delivery of goods, even before the expiry of the withdrawal period.

2. The consumer is obliged to send the goods back or hand them over to the Seller or a person authorized by the Seller to take over the goods within 14 days from the date of withdrawal from the contract at the latest. This does not apply if the Seller proposes to pick up the goods in person or through a person authorized by him. The deadline according to the first sentence is considered to have been observed if the goods were handed over for transport no later than the last day of the deadline. (§10 paragraph 1 of Act No. 102/2014 Coll.).

3. If the consumer wants to use this right, he is obliged to notify the Seller of the withdrawal from the purchase contract no later than the last day of the specified period. The deadline for withdrawal from the contract is considered to have been observed if the notice of withdrawal from the contract was sent to the Seller no later than on the last day of the deadline to the Seller's address, which is: Carpathian West, s.r.o., Slněžnicová 887/40, Miloslavov 90042, Slovak Republic
The consumer can also exercise this right in any of the Seller's establishments.

4. Withdrawal from the purchase contract can be applied to the Seller in written form or in the form of a record on another durable medium. Withdrawal from the contract can also be done via the Contract Withdrawal Form, which is available on the Seller's website. The consumer is also entitled to withdraw from the contract orally, especially by a clearly formulated statement of the consumer expressing his will to withdraw from the contract. We recommend that the consumer, when withdrawing from the contract, state the order number, date of purchase, type of goods from which he is withdrawing, first and last name, address and, in some cases, also the account number, to which all payments made to the Seller from the withdrawing contract will be returned to him, if he decides, that he requests to send payment for the goods to the account number indicated on him. Otherwise, the Seller will return the payment for the goods to the consumer in the same way that the consumer used for his payment.

5. By withdrawing from the contract, the contracting parties are obliged to return the services provided to each other. The consumer is only responsible for the decrease in the value of the goods, which occurred as a result of such handling of the goods, which is beyond the scope of the handling necessary to determine the properties and functionality of the goods. The consumer is not

responsible for a decrease in the value of the goods if the Seller has not fulfilled the information obligation about the consumer's right to withdraw from the contract according to § 3 par. 1 letter h). Act no. 102/2014 Coll.

6. To withdraw from the contract without giving a reason, the consumer can use the **form for withdrawing from the purchase contract**. The mentioned form is freely accessible on the Seller's website.

7. If the consumer withdraws from the contract in accordance with Act No. 102/2014 Coll ., he bears the costs of returning the goods to the Seller according to § 10 par. 3 of Act No. 102/2014 Coll ., and if he withdraws from the contract concluded at a distance, also the costs of returning the goods, which due to their nature cannot be returned by post. This does not apply if the Seller agreed to bear them himself, or if he did not fulfill obligation according to § 3 par. 1 letter i). Act No. 102/2014 Coll .

8. The seller is obliged without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the contract, to return to the consumer all payments received from him on the basis of the contract or in connection with it, including the costs of transport, delivery and postage and other costs and fees; this does not affect the provisions of § 8 par. 5. Act no. 102/2014 Coll. Act 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 Seller's premises and on amendments and additions to certain laws

9. Pursuant to § 9 par. 3 of Act no. 102/2014 Coll. as amended., The Seller is not obliged to reimburse the consumer for additional costs if the consumer has explicitly chosen a different delivery method than the cheapest common delivery method offered by the Seller. Additional costs mean the difference between the cost of delivery chosen by the consumer and the cost of the cheapest common delivery method offered by the Seller.

10. The consumer in accordance with § 10 par. 2 of Act no. 102/2014 Coll. in the valid wording, the Seller is entitled to refuse the return of the goods acquired on the basis of a contract concluded during or in connection with the sales event until the Seller returns to the consumer the price paid or the advance payment for the goods or service.

11. Shipments sent as cash on delivery in case of withdrawal from the purchase contract will not be accepted by us. We recommend that buyers send shipments by registered mail or in a similar form without specifying the cash on delivery amount.

12. When withdrawing from the contract, the consumer bears only the costs of returning the goods to the Seller or to a person authorized by the Seller to take over the goods. This does not apply if the Seller has agreed to bear them himself, or if he has not fulfilled the obligation according to § 3 par. 1 letter i). Act 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 Seller's premises and on amendments and additions to certain laws

13. In addition to the obligations listed in paragraphs 1, 3 to 5 and § 9 par. 3 of Act no. 102/2014 Coll. exercising the consumer's right to withdraw from the contract must not result in additional costs or other obligations for the consumer.

14. The right to withdraw from the contract does not apply to goods and services defined in §7 par. 6 letters a) to l) of Act no. 102/2014. Zz .

Specifically:

a) the provision of a service, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract after the service has been fully provided, and if the service has been fully provided,

b) the sale of goods or the provision of a service, the price of which depends on the movement of prices on the financial market, which the Seller cannot influence and which may occur during the period for withdrawing from the contract,

c) sale of goods made according to the special requirements of the consumer, goods made to measure or goods intended specifically for one consumer,

d) sale of goods that are subject to a rapid reduction in quality or deterioration,

e) sale of goods enclosed in protective packaging, which is not suitable for return due to health protection or hygiene reasons and whose protective packaging was broken after delivery,

f) sale of goods which, due to their nature, may be inseparably mixed with other goods after delivery,

g) the sale of alcoholic beverages, the price of which was agreed at the time of the conclusion of the contract, while their delivery can be carried out no earlier than 30 days and their price depends on the movement of prices on the market, which the Seller cannot influence,

h) performing urgent repairs or maintenance that the consumer has expressly requested from the Seller; this does not apply to service contracts and contracts, the subject of which is the sale of goods other than spare parts necessary for repair or maintenance, if they were concluded during the Seller's visit to the consumer and the consumer did not order these services or goods in advance,

i) sale of audio recordings, video recordings, audio-visual recordings or computer software sold in protective packaging, if the consumer has unpacked this packaging,

j) the sale of periodicals, with the exception of sales based on a subscription agreement and the sale of books not supplied in protective packaging,

k) provision of accommodation services for a purpose other than housing, transport of goods, car rental, provision of catering services or provision of services related to leisure activities and according to which the Seller undertakes to provide these services at the agreed time or within the agreed deadline,

l) provision of electronic content other than on a physical medium, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract.

15. In case of withdrawal from the contract, the Seller is obliged to return the funds to the Consumer in the same form in which he received them from the Consumer. It is possible to change the form of refund of funds to the Consumer only on the basis of the consent of the consumer.

16. In case of withdrawal from the contract, the subject of which is the sale of goods, the Seller is not obliged to return payments to the consumer according to § 9 paragraph 1 of Act no. 102/2014. Zz . before the goods are delivered to him or until the consumer proves that the goods have been sent back to the Seller, unless the Seller suggests that he collects the goods personally or through a person authorized by him.

17. If the consumer withdraws from the contract for services and before the start of the provision of services has given explicit consent according to § 4 par. 6 of Act no. 102/2014. Zz . in the valid wording, the consumer is obliged to pay the Seller only the price for the actually provided performance by the date of delivery of the notice of withdrawal from the contract. The price for the performance actually provided is calculated proportionately based on the total price agreed in the contract. If the total price agreed in the contract is overvalued, the price for the service actually provided is calculated based on the market price of the service provided.

18. The consumer is not obliged to pay for

18.1. services provided during the period for withdrawing from the contract, regardless of the scope of the performance provided, if:

18.1.1. The seller did not provide the consumer with information according to § 3 par. 1 letter h) or letter j), Act no. 102/2014 Coll. as amended

18.1.2. the consumer has not given the Seller explicit consent to start providing the service according to § 4 par. 6, Act no. 102/2014 Coll. as amended

18.2. fully or partially provided electronic content that is not delivered on a physical medium, if:

18.2.1. the consumer has not given the Seller express consent to start providing electronic content according to § 4 par. 8, Act no. 102/2014 Coll. as amended

18.2.2. the consumer did not declare that he was properly informed that by expressing consent according to the first point he loses the right to withdraw from the contract, or

18.2.3. The seller did not provide the consumer with confirmation in accordance with § 6 par. 1 or par. 2 letters b). Act no. 102/2014 Coll. as amended

IX. Alternative dispute resolution

1. In the event that the consumer is not satisfied with the manner in which the Seller handled his complaint or believes that the Seller has violated his rights, the customer has the right to contact the Seller with a request for redress. If the Seller responds negatively to the customer's request in accordance with the previous sentence or does not respond to such a request within 30 days from the date it was sent to the customer, the customer has the right to submit a proposal to initiate an alternative dispute resolution pursuant to § 12 of Act No. 391/2015 Coll. on alternative resolution of consumer disputes and amendments to some laws. The competent entity for the alternative resolution of consumer disputes with the Seller is the Slovak Trade Inspection (contact can be found [HERE](#)) or another relevant authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk/>, or directly [HERE](#); the customer has the right to choose which of the listed alternative dispute resolution entities to turn to. The customer can use the online dispute resolution platform, which is available on the website <http://ec.europa.eu/consumers/odr/>, or directly [HERE](#). All other information regarding the alternative resolution of disputes between the Seller and the Buyer-consumer arising from the Purchase Agreement as a consumer agreement or related to the Purchase Agreement as a consumer agreement is provided on the Internet website of the Slovak Ministry of Economy www.mhsr.sk and in Act no. 391/2015 Coll. on alternative resolution of consumer disputes and amendments to some laws.

X. Final Provisions

1. The seller reserves the right to change the General Terms and Conditions. The obligation of written notification of changes to the General Terms and Conditions is fulfilled by placing it in the Seller's Internet store. In the event of a change in the General Terms and Conditions, the relationship between the Buyer and the Seller is governed by the General Terms and Conditions valid and effective at the time of the conclusion of the Purchase and Sale Agreement, until the moment of its termination.

2. In addition to the general provisions of Act no. 40/1964 Coll. Civil Code as amended, as well as special regulations, especially Act No. 102/2014 Coll. on consumer protection when selling

goods or providing services based on a contract concluded at a distance or a contract concluded outside the Seller's premises and Act no. 250/2007 Coll . on consumer protection.

3. These General Terms and Conditions form an integral part of the Complaints Procedure and the Principles and instructions on the protection of personal data of this online store. Documents - Complaints procedure and Principles and instructions on the protection of personal data of this online store are published on the domain of the Seller's online store.

4. These general terms and conditions become valid and effective upon their publication in the Seller's online store on **October 6, 2021**.