

# Terms and conditions

## I. General provisions and definition of terms

1. General trade conditions ( further referred as “conditions”) pertaining to business relations between buyer and Company:

AIGAM SLOVAKIA, s.r.o.  
Platanová 25, 010 01 Žilina

IČO: 36405647, DIČ: 2020099928

registered in Company Register of District court in Žilina, insert nr. 13585/L, ( further referred as “operator”) which will be concluded via electronic commercial system [www.volupta.sk](http://www.volupta.sk), (further referred as “store”).

2. Buyer is defined as a private or legal individual, which sends electronic order processed by system of the store.
3. Electronic order is defined as sent electronic form containing information about buyer, list of ordered goods from the store and total sum of the order, which is processed by the system of the store.
4. General trade conditions closely regulate and specify rights and duties of the operator and the buyer in its actual form and are indivisible part of sales agreement.

## II. Duties of the operator

1. Operator commits to supply to his customers:
  - correct type and amount of goods at acquisition cost and under payment conditions of the store, valid in the day of sending electronic order form,
  - goods, that comply with norms, regulations and directives valid in the territory of Slovak Republic
2. Operator commits to provide to his customers all necessary documents, relating to goods:
  - invoice – tax document or receipt from cash register
    - claim letter ( downloadable in . DOC and .PDF files)
3. Operator ensures that goods to be delivered will not be damaged. These precautions include additional packaging of goods and its insurance.
4. Operator does not claim responsibility for:
  - delayed delivery, eventual damage of ordered goods caused by post, courier service or higher power
  - eventual failure to deliver caused by post, courier service or higher power

## III. Duties of the buyer

1. Buyer commits to assume ordered goods correctly, inspect integrity of the packaging and in case of any signs of damaged consignment, notify the carrier and operator immediately.
2. Buyer acquires ownership rights of goods after full payment of acquisition cost.
3. Danger of damaging goods is transferred to the buyer by assuming ordered goods.

#### **IV. Order, contract settlement and contract withdrawal.**

1. Condition of validity of electronic order, is truthful and complete fill out of all requirements and entries, required by electronic system during registration of the buyer or during placement of the order. Buyer expresses agreement with trade and claim conditions as stipulated and valid on date of placing order.
2. All received orders are considered as proposal of sales agreement and are therefore considered as binding for both parties.
3. After sending, the order will be processed and its acceptance will be confirmed via e-mail by the operator, to the e-mail address stated by the buyer on the registration form. All further information regarding given order will be sent to this e-mail address.
4. Buyer can withdraw from the sales agreement without any reason within 14 working days upon contract settlement, unless goods were made to specific requirements of the buyer and designated specifically for single buyer. Withdrawal from sales agreement is made in writing on following e-mail address [voluptaplus@gmail.com](mailto:voluptaplus@gmail.com). Buyer will be notified within 24 hours about acceptance of withdrawal from sales agreement.
5. In case of sales agreement withdrawal, buyer commits to return the goods at his own expense to the operator within 7 days to the place of business.
6. In case where buyer withdraws from the sales agreement and delivers goods to the operator, that has not been used, is in its original packaging and is not damaged or incomplete, the operator will refund the buyer already paid price reduced from packaging expense, shipping expense and bank transfer fees within 15 days of delivery of the agreement withdrawal. This refund will be made through bank transfer to account designated by buyer unless agreed otherwise. Refund of the payment made through payment card will follow the same procedure – payment will be returned via bank and credited to payment card of the buyer.
7. Operator is entitled to withdraw from the sales agreement if:
  - it is not possible to obligatorily confirm order ( missing telephone number or e-mail, buyer does not respond to e-mails, does not answer telephone etc.)
  - if there is a reasonable suspicion that the buyer tries to deceive operator by providing false, untrue or incorrect information.
  - if there is a reasonable suspicion of hacker attack or similar display of destructive activity or attack on electronics store [www.volupta.sk](http://www.volupta.sk)

Operator refunds the buyer paid acquisition cost or its part within 14 days via bank transfer to the

account of the buyer, designated by the buyer unless agreed otherwise.

## **V. Delivery conditions**

1. Place of sales agreement execution is understood as address of recipient, stated by buyer in electronic order of the store. Goods will be delivered by operator through use of services of third parties ( options available during order placement) or based on agreement with the buyer, goods will be ready to collect by buyer who shall do so within 5 working days upon receiving notice from operator of the store.
2. Delivery of goods is performed through its passing over to the buyer in personal collection, eventually sending through the post office or handing it over to carrier for delivery to customer.
3. Acquisition rights of goods passes on buyer under conditions of full payment.
4. Operator expedites goods to buyer as soon as possible upon receiving electronic order
5. Agreed delivery date is valid, if there are no unforeseen circumstances independent from will of both parties in circumstances excluding responsibility such as all cases of higher power that will interfere with its adherence.
6. Goods will be delivered to the buyer in standard packaging.

## **VI. Cost of goods**

1. Operator specifies shipping cost that is added to the value of goods, that buyer is required to pay together with cost of goods as stated in order form. Shipping cost and cost of goods are final and include VAT.
2. Personal collection is conducted according to agreement with buyer. Personal collection does not incur any additional transportation fees.

## **VII. Undelivered consignments**

1. In cases where consignments return as undelivered without our fault (recipient not found, customer wasn't notified by post office, consignment was either by accident or intentionally not collected by customer etc.), customers will be notified via e-mail about further instructions regarding completion of the order. Customer will send statement via e-mail within 5 days to e-mail address [voluptaplus@gmail.com](mailto:voluptaplus@gmail.com).
2. If customer requests repetitive dispatch of consignment, additional shipping fee will incur according to valid postal fees stipulated in trade conditions.

## **VIII. Acquisition cost and payment**

1. Buyer purchases from operator of the store goods for cost, that is stated by the operator, next to the goods in time of placing the order. Acquisition costs of products presented in electronic store [www.volupta.sk](http://www.volupta.sk) is concluded in EUR. Costs are stated including VAT.

2. Buyer can make payment through following means:

a.) COD ( cash on delivery)

cost of ordered goods is paid by buyer, during collection from carrier or post.

b.) bank transfer

Customer pays cost of ordered goods in advance, via bank transfer to operator's bank account within payback period according to invoice. Invoice payback period is standard 14 days. After controlling received order, invoice will be sent to the customer via e-mail within 24 hours.

Payment can be made through:

- Payment card,
- bank transfer ( Internet banking),
- direct deposit.

Variable symbol is used for identification of payments – number of order ( for example 355), which is stated on the invoice for ordered goods.

c.) in cash, at business place of the operator

acquisition cost will be paid by buyer in cash during personal collection of goods from operator.

d.) payment on invoice – applies only to orders according to specific needs of the buyer and designated specifically for single buyer. Payback period is standard 14 days.

## **IX. Warranty, claims, documents**

1. Operator delivers to the buyer, together with goods, all necessary documents that are related to goods: Invoice – tax document and claim letter.
2. Warranty period of new products is 24 months.
3. Operator is responsible for all defects that the product will display during warranty period, caused by defects in material, functional failure or defects caused during production.
4. Warranty does not pertain to defect resulting from regular use of goods, mechanical damage, inadequate use and damage caused by higher power.
5. Warranty claims and defects of the goods, which are sold in electronic system [www.volupta.sk](http://www.volupta.sk) are stipulated in section CLAIMS.
6. Warranty claim is claim where it is obvious that damage was not caused by inappropriate or inadequate use.

## **X. Personal information protection**

1. During registration process, buyer expresses his agreement, that this information will be used by operator for purpose of expediting ordered goods to his address. Buyer also provides consent

for communications pertaining to registration and ordered goods.

2. Agreement parties agree that if buyer is private individual, buyer is required to provide to the operator in the registration form his full name, surname, address including zip code, telephone number and e-mail address.
3. Agreement parties agreed that if buyer is legal individual, buyer is required to provide to the operator his full legal name, address of place of business, including zip code, tax identification number, company registration number, contact person, telephone number and e-mail address. This information is needed for identification of the buyer. Information will be used for clearing of payment for ordered goods and for correct distribution. All data provided will be stored in a protected database on the server of operator.

Information from database will not be used for any commercial or lending purposes or provided to third parties.

All currently offered forms of electronic banking of e-shop volupta.sk ( including payment for goods over Internet) are executed directly on the website of buyer's bank, that only provides operator with information whether the payment was successful or not, including name, eventually bank account number ( needed for identification of correct payment and eventual refund).

**Cancellation of the registration:**

Buyer can cancel registration anytime in writing via sending an e-mail to the following contact address [voluptplus@gmail.com](mailto:voluptplus@gmail.com) stating name and full address. Registration will be deactivated and buyer will be informed via e-mail.

**Updating personal information:**

This can be done online by buyer, directly on the website of the Internet store, after logging in.