

LONG POINT



General Terms and Conditions
of the online store martinfabian.sk

I. Identification of the trader

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

Business name: Longpoint s. r. o.

Headquarters: Rovniankova 1658/2, Bratislava - municipal district Petržalka 851 02, Slovak Republic

Registered: Office of the Municipal Court Bratislava III, Section Sro, Entry No. 180462/B
ID: 56426780

Tax ID: 2122305339

Bank Account: SK521100000002943175411

The Seller is not a payer of the value-added tax.

(hereinafter also referred to as "Seller" or "Merchant") and any person who is a Buyer of products offered by the Seller on the Seller's Website and who acts in the position of a consumer within the meaning of other provisions of these General Terms and Conditions and the relevant laws defining a consumer, within the framework of the applicable legislation of the Slovak Republic, in particular the following laws: Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended, Act No. 40/1964 Coll. Civil Code as amended.

1.2. Email contact and telephone contact to the Seller is:

Email: shop@martinfabian.sk

Telephone No.: +421 918 010 717

1.3 The address to send documents, complaints, withdrawals from contracts is:

Longpoint s. r. o., Rovniankova 1658/2, Bratislava - Petržalka 851 02, Slovak Republic

II. Definition of terms

2.1. For the purposes of these General Terms and Conditions, the Trader, in accordance with Act No. 108/2024 Coll. as amended, states and defines the following terms:

2.2. A distance contract is a contract between a trader and a consumer agreed and concluded exclusively by one or more means of distance communication without the simultaneous physical presence of the trader and the consumer, in particular through the use of an online interface, electronic mail, telephone, facsimile, mailing list or offer catalogue

2.3. A trader (hereinafter also referred to as "Seller") is a person who, in connection with a consumer contract, an obligation arising therefrom or a commercial practice, acts in the course of his or her business or profession, including through another person acting on his or her behalf or for his or her account.

2.4. A consumer is a natural person who is not acting in the course of his or her business or profession in connection with a consumer contract, an obligation arising therefrom or a commercial practice.

2.5. A consumer contract is any contract, regardless of legal form, concluded by a trader with a consumer.

2.6. The term Internet shop is identical to the term Electronic shop and the term Website.

2.7. The Buyer is any person (natural person or legal entity) who has placed an order, in particular by using the Seller's website or other means of long-distance communication.

2.8. A durable medium is a medium that enables a consumer or trader to retain information addressed to the consumer or trader for a period of time appropriate to the purpose served by the

information and in a way that allows it to be reproduced and used unchanged in the future, in particular a letter, an email, a USB stick, a CD, a DVD, a memory stick and a computer hard drive.

2.9. A product is in particular a good, a service, digital content.

2.10. A service is in particular any activity or performance that is offered or provided to a consumer,

2.11. Goods are any tangible movable thing

2.12. A thing with digital elements is any movable thing that contains digital content or a digital service or is connected to digital content or a digital service in such a way that the absence of the digital content or digital service would prevent the thing from performing its functions.

2.13. Digital content is data that is created and delivered in digital form.

2.14. A digital service is a service that allows a consumer to create, process or store data in digital form, or to have access to such data, or that allows the exchange or any interaction of data in digital form that is uploaded or created by users of the service.

2.15. Digital performance means digital content and digital service

III. Basic Provisions

3.1. These General Terms and Conditions regulate the legal relations between Buyers who are consumers and the Merchant.

3.2. The provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, shall apply to contractual relations (as well as other legal relations that may arise from the contractual relationship) with Buyers who do not act in the capacity of a consumer.

IV. Product order - conclusion of the purchase contract

4.1. The Buyer's proposal to conclude a purchase contract is the Buyer's sending of a product order, mainly by using the Merchant's website or other remote means of communication.

4.2. The conclusion of the Purchase Contract between the Buyer and the Merchant occurs at the moment of delivery to the Buyer of the confirmation of receipt of the order created by the Buyer in accordance with clause 4.1. of these GTC by the Merchant (electronically to the Buyer's email address chosen by the Buyer in the process of creating the order).

V. Duration of the Purchase Contract

5.1. The Purchase Contract is concluded for a definite period of time and expires in particular upon fulfilment of all obligations of the Seller and the Buyer. In particular, upon delivery and payment of the Products in accordance with the concluded Purchase Contract. This provision is without prejudice to the Buyer's rights under the statutory liability for defects in the products on the part of the Trader.

VI. Purchase price information on the purchase price

6.1. The price of products ordered through the Seller's Website (hereinafter referred to as the "Purchase Price") is stated separately for each product and is valid at the moment of order creation by the Buyer.

6.2. The purchase price of the Products listed on the Seller's Website shall be the total price of the Products, including all taxes, and shall be prominently displayed on the Seller's Website.

VII. Delivery of products

7.1. The Seller is obliged to fulfil the order and deliver the Products to the Buyer within a period of no later than 30 days from the date of conclusion of the Purchase Contract within the meaning of clause 4.2 et seq. of these GTC and payment of the total price of the order to the Seller. If both conditions referred to in clause 7.1. of these GTC have been fulfilled (i.e. if the purchase contract has been concluded and the total price of the order has been paid to the Seller), the Seller shall be obliged to deliver the Products to the Buyer within a period of no later than 30 days from the date of fulfillment of both these conditions.

VIII. Transfer of ownership

8.1. Title to the sold item and the risk of accidental destruction, accidental deterioration and loss of the item shall pass to the Buyer at the time of delivery.

IX. Methods of payment

9.1. You can pay for products on the Seller's Website using the following methods:

9.1.1. online payment via the STRIPE payment gateway **9.1.2.** payment by deposit or transfer to the Seller's account

X. Freight - methods of transport of products and price for their transport

10.1. The purchase price of the Products does not include transport costs or other costs related to the delivery of the Products

10.2. Transportation Methods and Price for Shipping of Ordered Products:

10.2.1. Forms of Shipping:

10.2.1.1. Slovenská pošta - Slovak Post

10.2.1.2. Packeta courier service

10.2.1.3. FedEx

10.2.2. Transportation prices:

10.2.2.1. The Seller shall inform the Buyer of the prices for each form of transportation on the Seller's website during the purchase process, prior to the conclusion of the Purchase Agreement in the transportation selection section, as the price for transportation cannot be determined prior to the determination of the delivery address of the Products.

XI. Withdrawal of the Buyer from the Purchase Contract without stating a reason

11.1. The Consumer has the right to withdraw from a contract concluded at a distance and from a contract concluded outside the business premises of the trader without giving a reason within the period pursuant to Article XII, paragraphs 12.1 to 12.3 of these GTC, except for a contract whose subject matter is:

11.2. the provision of a service, if the full provision of the service has taken place and the provision of the service has commenced before the expiry of the withdrawal period with the express consent of

the consumer and the consumer has declared that he/she has been duly instructed that by expressing his/her consent he/she loses the right to withdraw from the contract after the full provision of the service, if under the contract the consumer is obliged to pay the price,

11.3. Delivery or provision of a product the price of which depends on price movements in the financial market which are beyond the trader's control and which may occur during the withdrawal period,

11.4. The supply of goods made to the consumer's specifications or custom-made goods,

11.5. Delivery of goods that are subject to rapid deterioration or perishability,

11.6. Delivery of goods enclosed in protective packaging which are not suitable for return for health or hygiene reasons if the protective packaging has been breached after delivery,

11.7. Delivery of goods which, by their nature, may be inextricably mixed with other goods after delivery,

11.8. The supply of alcoholic beverages, the price of which was agreed at the time of the conclusion of the contract, the delivery of which can take place at the earliest after 30 days and the price of which depends on price movements in the market which are beyond the trader's control,

11.9. the performance of urgent repairs or maintenance during a visit to the consumer's premises which the consumer has expressly requested from the trader; this does not apply to a contract the subject-matter of which is the provision of a service other than repair or maintenance and to a contract the subject-matter of which is the supply of goods other than a spare part necessary for the performance of the repair or maintenance, where the contracts were concluded during the trader's visit to the consumer's premises and the consumer has not pre-ordered those goods or services,

11.10. the supply of sound recordings, pictorial recordings, audiovisual recordings or software in protective packaging which has been broken after delivery,

11.11. The supply of periodicals other than under a subscription contract,

11.12. Goods purchased at public auction,

11.13. The provision of accommodation services for purposes other than housing, the transport of goods, the hire of cars, the provision of catering services or the provision of services in connection with leisure activities, if, under the contract, the trader is to provide those services at a precisely agreed time or within a precisely agreed time limit,

11.14. the supply of digital content which the trader supplies otherwise than on a tangible medium where the supply of the digital content has commenced and the consumer has expressly consented to the commencement of the supply of the digital content before the expiry of the withdrawal period, has declared that he or she has been duly advised that, by giving his or her consent, he or she loses the right to withdraw from the contract by the commencement of the supply of the digital content, and the trader has provided the consumer with an acknowledgement in accordance with section 17(1)(a) of this Directive. 12(b) or 13(b) of Act No 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended, if under the contract the consumer is obliged to pay the price.

XII. Exercise of the right of withdrawal from a distance contract and a contract concluded away from the trader's business premises

12.1. The consumer may withdraw from a distance contract or a contract concluded away from the trader's premises within

- A. 14 days from the date of:
 - a. acceptance of the goods by the consumer pursuant to clause 12.4.
 - b. the conclusion of a contract the subject of which is the provision of a service,
 - c. the conclusion of a contract for the supply of water which is not for sale in a limited volume or in a specified quantity, and a contract for the supply and collection of heat,
 - d. the conclusion of a contract for the supply of digital content which the trader supplies otherwise than on a tangible medium,
- B. 30 days from the date of conclusion of the contract on or in connection with an unsolicited visit or at or in connection with a sales event.

12.2. If the trader has provided the consumer with specific information regarding the instruction on the consumer's right to withdraw from a distance contract and a contract concluded away from the trader's premises only retrospectively, but at the latest within 12 months from the commencement of the withdrawal period pursuant to clause 12.1, the consumer may withdraw from the distance contract or the contract concluded away from the trader's premises within the following period

- A. 14 days after the date on which the trader has subsequently complied with the information obligation, if the time limit under point 12.1(a) has expired, or
- B. 30 days from the date on which the trader has additionally complied with the information obligation if the time limit under paragraph 12.1(b) applies.

12.3. If the trader has not provided the consumer with specific information regarding the instruction on the consumer's right of withdrawal in the case of a distance contract and a contract concluded away from the trader's premises, even pursuant to paragraph 12.2, the consumer may withdraw from the distance contract or the contract concluded away from the trader's premises within 12 months from the expiry of the period referred to in paragraph 12.1.

12.4. The goods shall be deemed to have been taken over by the consumer at the time when the consumer or a third party appointed by the consumer, other than the carrier, takes delivery of all parts of the goods ordered, or if the

- A. the goods ordered by the consumer in a single order are delivered separately, at the time of acceptance of the goods which have been delivered last,
- B. deliver goods consisting of several parts or pieces, at the time of receipt of the last part or piece,
- C. delivers the goods repeatedly over a period of time, at the time of receipt of the first goods.

12.5. The consumer may also withdraw from a distance contract or a contract concluded away from the trader's premises, the subject matter of which is the delivery of goods, before the withdrawal period has started.

12.6. The consumer may exercise the right to withdraw from a distance contract or a contract concluded away from the trader's business premises in paper form or in the form of a record on another durable medium and, if the contract was concluded orally, any unequivocally worded statement by the consumer expressing the consumer's wish to withdraw from the contract (hereinafter referred to as the "withdrawal notice") shall be sufficient to exercise the consumer's right to withdraw from the contract. The consumer may use the model withdrawal form.

12.7. The withdrawal period under paragraphs 12.1 to 12.3 shall be deemed to have been complied with if the consumer sends a withdrawal notice to the trader no later than on the last day of the period.

12.8. The Consumer may only withdraw from the contract in relation to a specific product or products if the trader has supplied or provided more than one product on the basis of a distance contract or a contract concluded away from the trader's business premises.

12.9. The burden of proof of exercising the right of withdrawal rests with the consumer.

XIII. Consumer's rights and obligations after withdrawal from a distance contract and a contract concluded away from the trader's business premises

13.1. Within 14 days from the date of withdrawal from a distance contract or a contract concluded away from the trader's premises pursuant to clause 12.1, the consumer is obliged to send back the goods or hand them over to the trader or to a person designated by the trader to collect the goods; this does not apply if the trader proposes to collect the goods in person or through a person designated by the trader. The time limit referred to in the first sentence shall be deemed to have been complied with if the consumer sends the goods to the trader no later than the last day of the time limit.

13.2. When withdrawing from a distance contract or a contract concluded away from the trader's premises pursuant to point 12.1, the consumer shall only bear the costs of returning the goods to the trader or to the person designated by the trader to take delivery of the goods; this shall not apply if the trader has agreed to bear the costs himself or if the trader has failed to comply with the information obligation, i.e. if the trader has failed to provide the consumer with specific information regarding the instruction on the consumer's right to withdraw from the contract in the case of a distance contract and a contract concluded away from the trader's business premises.

13.3. The consumer is liable for the reduction in the value of the goods resulting from the handling of the goods beyond the handling necessary to ascertain the characteristics and functionality of the goods; this does not apply if the trader has failed to comply with the information obligation pursuant to Section 15(1)(f) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended.

13.4. The consumer is obliged to reimburse the trader the price for the performance actually provided by the date of delivery of the notice of withdrawal from the contract, if the consumer, pursuant to Section 19(1) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended, withdraws from a contract concluded at a distance or from a contract concluded away from the trader's business premises, the subject matter of which is the provision of a service, the supply of water which is not for sale in a limited volume or in a specified quantity, or the supply of heat, and prior to the commencement of the provision of the performance has given his/her express consent pursuant to Section 17(10)(c) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended. The price for the performance actually provided shall be calculated pro rata on the basis of the total price agreed in the contract. The price for the performance actually provided shall be calculated on the basis of the market price of the performance provided if the total price agreed in the contract is overestimated.

13.5. No further obligations or costs shall arise for the Consumer from the exercise of the right of withdrawal from a distance contract or a contract concluded away from the trader's business premises pursuant to 11.1, apart from the obligations pursuant to clauses 13.1, 13.3 to 13.5 and the obligation to pay additional costs pursuant to clause 14.3.

XIV. Rights and obligations of the trader after withdrawal of the consumer from the contract concluded at a distance and from the contract concluded outside the trader's business premises

14.1. The trader shall, within 14 days from the date of receipt of the notice of withdrawal, refund to the consumer all payments received from the consumer under or in connection with the distance contract, off-premises contract or ancillary contract, including the costs of transport, delivery, postage and other costs and charges.

14.2. The trader is obliged to refund to the consumer all payments pursuant to paragraph 14.1 to the extent corresponding to the withdrawal from the contract, unless the consumer has withdrawn from the entire distance contract or the entire contract concluded away from the trader's premises. The trader may not charge the consumer additional costs for transport, delivery, postage and other costs and charges.

14.3. The trader is not obliged to pay additional costs to the consumer if the consumer has expressly chosen a delivery method other than the cheapest normal delivery method offered by the trader. Additional costs means the difference between the cost of delivery chosen by the consumer and the cost of the cheapest normal method of delivery offered by the trader.

14.4. The trader is not obliged, on withdrawal from a distance contract or a contract concluded away from the trader's premises, the subject matter of which is the delivery of goods, to reimburse the consumer for the payments referred to in clause 14.1 before the goods have been delivered to the consumer or until the consumer proves that the goods have been sent back to the trader, unless the trader proposes to collect the goods in person or through a person appointed by the trader.

14.5. The trader must reimburse the consumer for payments under clause 14.1 in the same way as the consumer used to pay them; this is without prejudice to the trader's right to agree a different method of payment with the consumer, provided that the consumer will not be charged any fees in connection with the payment.

14.6. The trader is obliged to arrange collection of the goods at his own expense within the time limit referred to in paragraph 14.1 if, under a contract concluded outside the trader's premises, the goods have been delivered to the consumer's home at the time of conclusion of the contract and, taking into account the nature of the goods, it is not possible to send the goods back to the trader by post.

14.7. The unilateral set-off of claims of the trader and the consumer arising from the withdrawal from the contract pursuant to clause 11.1 shall be prohibited.

14.8. The trader cannot require the consumer to pay the costs for:

- A. the provision of a service, the supply of water which is not for sale in a limited volume or in a specified quantity, or the supply of heat during the withdrawal period under clauses 12.1 to 12.3, irrespective of the extent of the performance provided, if:
 - a. the trader has failed to provide the consumer with information pursuant to Section 15(1)(f) or (h) of Act No 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended, or
 - b. the consumer has not given the trader explicit consent to commence the provision of the service or the supply of water or heat pursuant to Section 17(10)(c) of Act No 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended,
- B. full or partial delivery of digital content which the trader delivers otherwise than on a tangible medium, if:
 - a. the consumer has not given the trader explicit consent to commence delivery of the digital content pursuant to Section 17(10)(c) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended,
 - b. the consumer has not declared that he has been duly informed that he loses the right to withdraw from the contract by giving his consent in accordance with the first point; or
 - c. the trader has not provided the consumer with a confirmation pursuant to Section 17(12)(b) or (13)(b) of Act No 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended.

XV. Supervisory authority

15.1. The competent authority exercising supervision over legality in the field of consumer protection shall be:

Inspectorate of the Slovak Trade Inspection based in Bratislava for the Bratislava Region
Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava Supervision Department

Tel. no. 02/58 27 21 21 72, 02/58 27 21 04

Fax no. 02/58 27 21 70

Email: ba@soi.sk

Web link for submitting complaints:

<https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

XVI. Alternative Dispute Resolution

16.1. In the event that the Consumer is not satisfied with the manner in which the Seller has handled his/her complaint or believes that the Seller has violated his/her rights, the Buyer has the right to contact the Seller with a request for redress. If the Seller responds to the Consumer's request pursuant to the preceding sentence in a negative manner or fails to respond to such request within 30 days from the date of its dispatch by the Consumer, the Consumer shall have the right to file a motion for the initiation of an alternative dispute resolution pursuant to the provisions of Section 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and on Amendments and Additions to Certain Acts, as amended. The competent entity for alternative dispute resolution of consumer disputes with the Seller is the Slovak Trade Inspection (contact <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>), or another competent authorized legal person 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 at <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>).

The consumer has the right to choose which of the listed alternative dispute resolution entities to turn to. The consumer may use the online dispute resolution platform available on the website <http://ec.europa.eu/consumers/odr/> or directly on the website <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage> to submit a proposal for the alternative resolution of his consumer dispute. Alternative Dispute Resolution can only be used by the Buyer who is acting in the capacity of a consumer at the conclusion and performance of the contract. Alternative Dispute Resolution applies only to a dispute between a consumer and the Seller arising out of or related to a consumer contract. Alternative dispute resolution applies only to distance contracts. The ADR entity may reject the proposal if the quantifiable value of the dispute does not exceed EUR 20. The ADR entity may require the consumer to pay a fee for the initiation of alternative dispute resolution up to a maximum of EUR 5 including VAT.

All other information regarding alternative dispute resolution between the Seller and the Buyer - consumer arising from the Purchase Contract as a consumer contract or related to the Purchase Contract as a consumer contract is provided on the website of the Ministry of Economy of the Slovak Republic www.mhsr.sk and in Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and on Amendments and Additions to Certain Acts, as amended.

XVII. Additional provisions

17.1. The Seller shall not conclude a contract of sale or sell, broker or deliver alcoholic beverages /products/, tobacco products and other products to persons (Buyers) who are under 18 years of age

at the time of conclusion of the contract of sale and the sale of which to persons under 18 years of age is prohibited, within the meaning of and in accordance with the valid and effective legislation of the Slovak Republic. Accordingly, the Seller shall verify the fulfilment of the condition of the Buyer's attainment of the age of 18 years by checking the Buyer's age by means of the Buyer's identity document /citizen's ID card or passport/, at the time of placing the order in the Buyer's hands. The aforementioned shall be carried out by the Seller through an authorized person who is to deliver the order to the Buyer. If the Buyer is under 18 years of age, or if the Buyer fails or refuses to prove his/her age, the Seller shall not deliver the order to the Buyer and the Purchase Contract shall be terminated.

XVIII. Information on adopted codes

18.1. The Merchant informs Consumers that there are no specific relevant codes of conduct to which the Seller has committed to adhere, a code of conduct being an agreement or set of rules that define the Seller's conduct, which the Seller has undertaken to comply with this Code of Conduct in relation to one or more specific business practices or business sectors, unless these are provided for by law or by other legislation or action of a public authority, which the Seller has undertaken to comply with, and the manner in which the consumer may become acquainted with them or obtain their wording.

XIX. Consumer evaluation of products

19.1. The trader does not control and limit the evaluation of products only to persons who have purchased the product from the trader.

XX. Final Provisions

20.1. The Seller reserves the right to change the General Terms and Conditions. The obligation to give written notice of a change to the General Terms and Conditions is fulfilled by placing it on the Seller's Website. In the event of a change in the General Terms and Conditions, the relationship between the Buyer and the Seller shall be governed by the General Terms and Conditions valid and effective at the conclusion of the Contract of Sale and Purchase until its termination.

20.2. These General Terms and Conditions form an integral part of the Complaints Policy and the Privacy Policy and Privacy Notice of this Website. The documents - the Complaints Policy and the Privacy Policy and Privacy Notice of this Website are published on the domain of the Seller's Website.

20.3. These General Terms and Conditions come into force and effect upon their publication on the Seller's Website on 08.10.2024

This eshop is certified <https://www.pravoeshopov.sk>