

Terms and Conditions – Wood Carving Tools

General Terms and Conditions

1. GENERAL PROVISIONS

1.1 The seller is Marián s.r.o., Vrádište 138, 908 49, Slovakia, registered in the Commercial Register of the District Court Trnava, Section: s.r.o., Insert No.: 33357/T, Company ID (IČO): 47546298, Tax ID (DIČ): 2023992916, tel. +421915723250, e-mail: eshop.marosko@gmail.com (hereinafter the “seller”).

1.2 The buyer is any natural or legal person who contacts the seller in any way with the intention of purchasing goods offered by the seller.

1.3 The buyer is also any natural or legal person who contacts the seller with a request for the seller to procure goods not included in its offer, with the intention of purchasing such goods.

1.4 By using the seller’s online store website and confirming an order, the buyer agrees to these Terms and Conditions.

1.5 These Terms and Conditions remain valid until new Terms and Conditions are issued.

1.6 A buyer who, when concluding and performing the purchase contract, acts within the scope of their business activity (hereinafter the “buyer-entrepreneur”) is not considered a consumer for the purposes of these Terms and Conditions. The relationship between the seller and the buyer-entrepreneur is not governed by the consumer-protection provisions contained in these Terms and Conditions, and is instead governed by the relevant provisions of the Commercial Code.

2. ORDERING

2.1 The buyer may order goods as follows:

- through the shopping cart on the website eshop.marosko.sk

2.2 By submitting an order, the buyer undertakes to take delivery of the ordered goods and to pay the agreed price for them.

2.3 The seller will confirm the submitted order by e-mail within 24 hours and will at the same time inform the buyer of the availability and delivery date of the goods. All confirmed orders are binding!

2.4 The seller undertakes to deliver the correct type and quantity of goods at the agreed price according to the order.

2.5 The buyer may cancel an order within 24 hours of placing it, without giving a reason. The buyer may cancel the order in the Customer Section on the seller’s website, by phone, or by e-mail. After verifying that the cancellation conditions have been met, the seller will confirm the order cancellation to the buyer by e-mail or phone. If the amount for the ordered goods has already been paid, the seller will return the money to the buyer’s bank account, or deliver it by another method agreed between the parties.

2.6 The seller has the right to cancel an order if it is not possible to secure the ordered goods. In such a case, the seller will immediately refund the amount paid in full, or offer the buyer substitute goods or another solution, if the buyer agrees. The seller also has the right to cancel an order if it is unable to contact the buyer (incorrect or missing contact details, unavailability, etc.).

3. PRICES

3.1 The seller is a VAT payer.

3.2 The cost of delivery is added to the base price of the order, depending on the delivery method chosen by the buyer. The price is derived from the total weight of the ordered goods, and the current rate is shown directly in the order (for each delivery method). Packaging is included in the delivery price.

4. PAYMENTS

4.1 The buyer may pay for the goods by payment card, cash on delivery, or by bank transfer to the seller's account based on a pro forma invoice. Based on the submitted order, the seller will issue a pro forma invoice, which will be sent together with the order confirmation by e-mail. The buyer may make this payment as follows:

- a) by bank transfer from their account,
- b) by direct cash deposit to the seller's account,
- c) by payment card via the payment gateway.

4.2 Payment is possible both in € and in other currencies.

4.3 The seller sends the tax document (invoice) to the buyer together with the goods.

5. DELIVERY TERMS

We try to deliver the goods as soon as possible.

5.1 The delivery time for goods offered by the seller is, in most cases, up to 4 business days from order confirmation; the maximum delivery time is 14 days, or it may be extended by agreement with the buyer. The seller will inform the buyer of the delivery time and date when confirming the order, by phone or e-mail. If the announced extended delivery time does not suit the buyer, they may cancel the order in accordance with point 2.5 of these Terms and Conditions.

5.2 The goods will be dispatched immediately after the order is confirmed and once all conditions for release from stock have been met.

6. DELIVERY OF GOODS

6.1 The seller arranges delivery of the goods by the method chosen by the buyer from the options offered in the order:

- courier service – Packeta

6.2 The place of collection is determined based on the buyer's order. Delivery is deemed fulfilled once the goods are delivered to the designated place.

6.3 The goods are adequately packaged and secured. Upon receiving the goods, the buyer is required to check that the shipment is intact.

6.4 Together with the goods, the seller will provide the buyer with an invoice (tax document) and a delivery note. The seller will also include the operating instructions and warranty card together with the goods, if required by the nature of the goods.

6.5 The seller is responsible for the goods only until they are received by the buyer. The goods are considered received by the buyer from the moment the carrier confirms receipt of the goods in writing.

6.6 The seller is not liable for delayed delivery of the ordered goods to the buyer caused by the carrier. The carrier is fully liable for damage to the shipment caused by the carrier. The seller resolves such cases by delivering new goods to the buyer once all damages have been paid by the carrier.

6.7 In the event of higher demand, it may happen that we experience a shortage of goods, and so the goods you ordered may be delivered to you in several packages, while you pay postage and packaging as for a single package.

6.8 If the seller records a shipment returned by the buyer as not collected without giving a reason, the seller is entitled to demand from the buyer reimbursement of the demonstrably incurred costs of transport and packaging of that shipment. In the event of repeated failure to collect shipments without giving a reason (more than twice), the seller is entitled to make further orders from that buyer conditional on advance payment, or to refuse them.

7. WITHDRAWAL FROM A PROCESSED ORDER

7.1 A buyer-consumer is entitled by law to withdraw from a processed order (under the law, “from the purchase contract”, if the buyer has already received the goods) without giving a reason, within 14 calendar days from the date of receipt of the goods. This right does not apply to the buyer-entrepreneur.

7.2 Goods to be returned must be:

- a) undamaged,
- b) complete (including accessories, documentation, etc.),
- c) accompanied by the enclosed proof of purchase.

7.3 The buyer may exercise the right of withdrawal from a processed order simply and directly online – by clicking the “Withdraw from Contract” function for the given order in the Customer Section on the seller’s website, where withdrawal can be submitted independently. If the buyer does not use this option, when returning the goods under point 7.1 of these Terms and Conditions, the buyer must proceed as follows:

- a) contact the seller with a request to withdraw from the processed order, stating the order number (variable symbol), date of purchase, and the buyer’s account number for the refund; the buyer may use the sample withdrawal form, which is Annex No. 1 to these Terms and Conditions,
- b) send the goods back to the seller’s address – it is recommended to send the goods by registered, insured mail and to use suitable packaging so that the original packaging and the goods themselves are not written on, taped, or otherwise devalued during transport (the seller is not liable for any loss or damage to the goods during transport),
- c) cover the costs associated with returning the goods (postage, insurance, etc.).

7.4 Once the conditions under points 7.1 to 7.3 of these Terms and Conditions have been met and the returned goods have been received, the seller is obliged to:

- a) take back the goods,
- b) refund to the buyer, no later than 14 days from the date of withdrawal from the processed order, all payments received from the buyer under the contract, including the costs of transport, delivery, and postage related to the delivery of the goods. The seller is not obliged to reimburse the buyer for additional costs if the buyer chose a delivery method other than the cheapest standard delivery method offered by the seller. Additional costs mean the difference between the cost of the delivery method chosen by the buyer and the cost of the cheapest standard delivery method offered by the seller.

7.5 If any of the conditions under points 7.1 to 7.3 of these Terms and Conditions are not met, the seller will not accept the withdrawal from the processed order, and the goods will be returned at the buyer’s expense.

8. WARRANTIES AND COMPLAINTS

8.1 Handling of complaints is governed by the warranty terms of the specific goods, the Commercial Code, the relevant provisions of the Civil Code, and special regulations.

8.2 The warranty period for all goods offered in the seller’s online store is 24 months if the buyer acts as a consumer within the meaning of point 1.2 of these Terms and Conditions. If the buyer acts as a buyer-entrepreneur within the meaning of point 1.6 of these Terms and Conditions, the warranty period is 12 months, unless stated otherwise for specific goods. Proof of purchase (the enclosed invoice) is always sufficient to exercise rights arising from liability for defects (a complaint). Presenting the proof of purchase for the purposes of a complaint is also sufficient in cases where a warranty card was issued but the customer has lost it.

8.3 The warranty does not cover normal wear and tear of the item (or its parts) caused by use.

8.4 The buyer is required to deliver the goods being complained about clean, mechanically undamaged, together with a copy of the invoice and delivery note. The buyer is required to send a description of the defect together with the goods.

8.5 The seller will settle a buyer-consumer’s complaint no later than 30 days from the date the complaint is made, by repairing the goods, replacing the goods, refunding the purchase price, paying a reasonable discount on the price of the goods, or a justified rejection of the complaint. The seller will inform the buyer of the outcome of the complaint without delay, together with issuing a confirmation of how the complaint was settled.

8.6 COMPLAINT PROCEDURE:

- 8.6.1 Inform the seller of the product defect as soon as possible, by e-mail or phone.
- 8.6.2 Send the product back to the seller's company address.

9. ALTERNATIVE DISPUTE RESOLUTION

9.1 A buyer-consumer has the right to turn to the seller with a request for remedy if they are not satisfied with the way the seller handled their complaint, or if they believe the seller has violated their rights.

9.2 If the seller responds negatively to a request under point 9.1, or does not respond within 30 days of it being sent, the buyer-consumer has the right to submit a proposal to initiate alternative dispute resolution (ADR) to an ADR entity under Act No. 391/2015 Coll. on alternative resolution of consumer disputes. The competent ADR entity is, for example, the Slovak Trade Inspection (SOI), Bajkalská 21/A, P. O. BOX 29, 827 99 Bratislava, www.soi.sk, or another entity listed in the register kept by the Ministry of Economy of the Slovak Republic.

9.3 A buyer-consumer may also use the ODR platform (Online Dispute Resolution) to submit a proposal for the alternative resolution of their consumer dispute, available at <https://ec.europa.eu/consumers/odr/>.

9.4 The supervisory authority is the Slovak Trade Inspection (SOI), SOI Inspectorate for the Trnava Region, Pekárska 23, 917 01 Trnava.

10. PROTECTION OF PERSONAL DATA

10.1 The seller processes the buyer's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and Act No. 18/2018 Coll. on the protection of personal data. Detailed information on the processing of personal data, its purposes, legal bases, and the buyer's rights is provided in a separate document, "Personal Data Protection", available on the seller's website.