

## TERMS & CONDITIONS

### Website Keeper

Commercial Name: FLUENCY s.r.o.  
Address: Krasovského 13  
City and ZIP: 851 01 Bratislava  
State: Slovak Republic  
ID: 47860413  
VAT ID: 2024124553

### Responsible Person & Contact

Representative: Martin Preťo, M.A.  
Contact GSM: +421 948 117 111  
Business Hours: Monday - Friday, 10.00 am – 6.00 pm

### 1) Registration via Forms

„We do solemnly declare, that Your data shall serve only for our trading identification purposes within co. FLUENCY Ltd. and will not be further provided to third parties or abused in other way. By the sending of an order the Buyer shall accept deliveries of a newsletters from online shop of FLUENCY Ltd.“ Newsletters will be sent two times a month at the most and size of the e-mail shall not exceed 2MB limit. E-mail delivery order may be unsubscribed via our e-mail address: fluency@fluency.sk at any time.

### 2) Order Receiving and Dispatching

The Order of Buyer shall be concluded by moment of his data subscription via the registration form from the side of Buyer. From this moment on a set of rights and obligations between the Buyer and the Seller shall be established. By the concluding of an order the Buyer shall confirm, that he is fully aware with the Terms & Conditions with the Claim Conditions incorporated and so that he accepts those hereof. For the Terms & Conditions and the Claim Conditions hereunder shall be the Buyer notified recognizably and shall have an opportunity to get acquainted with by the performing of an order itself. The Seller shall be entitled to cancel order or its part prior to the concluding of order in the following cases: the goods is no longer produced or delivered or the price of goods delivered has been changed substantially. Shall the case be valid the Seller shall contact the Buyer asap to agree on alternative way of cooperation. Shall the Buyer pay for a part or entire price, the amount of money is

transferred back to his bank account so that the order is considered as not concluded. All orders received by subscription via registration form are obligatory. The order may be cancelled prior to its shipping only. Shall the order be not cancelled until its shipping so it will be sent, the Seller shall be entitled to claim a refund for the shipping costs from the Buyer. The Buyer shall be informed about the order acceptance by automatic e-mail service.

### **Order Cancelling**

Shall you cancel Your order prior to its shipping we consider it as nullified. You may cancel it both by e-mail or by phone call. It is necessary to mention Your name, e-mail and the number of order by the cancelling of order.

### **3) Means of Shipping by Common Carriers**

Shipping costs are incorporated in the price of product. The price does not comprise any other services due to the Slovak Mail Service standards. Shall the Buyer be not given of his delivery, announcement about the delivery arrival is to be found in his mailbox. The delivery may be retrieved at the Post Office mentioned thereof or the Buyer may claim for the re-sending of product. Please note that the Claim about delivery is to be done by the takeover only!

**NOTICE:** Shall the package be noticeably damaged or the protective stripe be not consistent, ask for claim directly the Carrier. The Seller shall be not liable for damages caused by transport. The delivery shall be delivered in seven days from the date of crediting the funds to the Seller's account.

### **4) Guarantee Policy**

Tax document may be found inside of package. Guarantee period shall start from the date stated in the tax document. The guarantee period lasts for 2 years. Shall there be a contested cause the guarantee period may be elongated by 5 days (five) days as compensation for shipping time.

### **5) Non-conformity within Order**

Shall the product be not in conformity with the order (hereinafter referred to as the „non-conformity with order“) the Buyer is entitled to claim the Seller fix the product to the state corresponding to the order without any delays and charges and so it shall be done according to the Buyer's requirement either by product replacement or by its repairing. Shall such a proceeding be not possible the Buyer is entitled to ask for price discount or to cancel the order. Shall the Buyer have caused the non-conformity himself or shall the Buyer have been aware of such non-conformity prior to product takeover – his entitlement hereabove is forfeited. Shall the non-conformity with order be valid within 6 months from the product takeover, it is considered as a non-conformity found by the product takeover if it doesn't oppose to product feature or if not proven otherwise. We provide 2 years guarantee period for the products according to existing law.

## **6) Buyer's Right to Cancel the Order**

Shall the order be concluded via means of online remote communication (online e-shop) the Buyer shall be entitled to cancel the order in 14 days from the product takeover. In such a case shall the Buyer inform the Seller about order cancelling with mentioning of order number, order date and bank account number for refunding ideally in written form. Order cancelling has to be delivered to the last day of 14 days period at latest. This law enactment shall not be interpreted as free borrowing of the product. The Buyer shall undertake to return all the products obtained on the grounds of order. Shall the product have been damaged or spent the Buyer shall undertake to provide a refund as countervalue to what is no longer able to be returned. Shall the product be damaged partially the Buyer shall be entitled to claim damage refund as per his entitlement for refunded price. The Seller shall undertake to prove existing damage in such a case. The Seller shall refund the Buyer just by the lowered price accordingly. The Seller shall be entitled to lower the price of product being refunded to the Buyer by existing shipping and handling costs. The Buyer shall not be entitled to cancel the order in case of following type of orders: services providing, if there was a consent to start the service prior to 14 days period expiration from goods or services admission takeover.

## **7) Goods Return Proceeding**

Goods shall be sent according to the description hereunder by your preferred parcel service to the address of our Claims affiliation:

Commercial Name: FLUENCY s.r.o. (Ltd.)  
Address: Obrancov mieru 1774/12  
City and ZIP: 026 01 Dolný Kubín

## **How to pack the delivery:**

The delivery has to be completed (in count of accessories and entire documentation) and in original stare of quality in which it has been taken over. Tax document shall be attached to the package. Please use such a wrapping paper so the package will not get glued, scribed or the original cover will not get damaged otherwise. Please don't send the goods by COD, we recommend you to establish an insurance shipping class. Price will be refunded to your bank account (don't forget to attach it) obviously in 7 workdays from delivery reception. In case of delivery return the price will be lowered by shipping costs (not applicable for Claims!).

## **8) Refund Means**

Upon Your order You shall receive advance payment invoice with bank money transfer. After the crediting of funds we will send Your product via post.

## **9) Claims**

Shall the received goods be damaged or malfunctioning please proceed according to Claim Conditions.

## **10) Claim Conditions**

The products which shall be entitled to be able to get claimed have to be submitted for Claim validation immediately upon defect finding. They have to be clean and there shall be attached proper papers and the description of defect, or eventually the place of defect shall be marked.

Goods shall be sent to the address of our Claims affiliation:

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Address: Obrancov mieru 1774/12  
City and ZIP: 026 01 Dolný Kubín

Shipping costs are paid by the Seller. The package has to be completed (in count of accessories and entire documentation) and in state in which it has been taken over. Tax documentation has to be attached to the package. Please use such a wrapping paper so the package will not get glued, scribed or the original cover will not get damaged otherwise. Please don't send the goods by COD, we recommend you to establish an insurance shipping class. The goods has to be properly packed for shipping so that it would not get further damaged. Defected or damaged goods will be replaced or there will be refunding as compensation. The Seller shall not be held liable for harms inferred from unprofessional product usage as same as with damages inflicted by external events and by incorrect manipulation. For such a defects shall not be applied even provided guarantee. The Seller may deny a claim so that he shall be entitled to claim reclamation proceedings costs and handling fees. You will be informed about the claim resolving by e-mail.

**Terms & Conditions of FLUENCY Ltd. are valid from 1st of August 2014 till cancel.**

Shall the Terms & Conditions be amended the one which have been valid on the day of purchase shall be obligatory.