



STITCHSPIDER
MÁRIA ERBENOVÁ

BUSINESS TERMS AND CONDITIONS

1. GENERAL PROVISIONS

These general terms and conditions govern the rights and responsibilities of contractual parties as ensuing from the purchase contract concluded between:

1.1. Basic Definitions

the seller: ZaZeZi s. r. o., Bakošova 4714/1, 841 03 Bratislava, Slovakia

Business ID no.: 46 125 329

Tax identification no.: 2023253639

not VAT registered

Bank account no.: IBAN: SK54 8330 0000 0024 0036 7329 BIC: FIOZSKBAXXX

Listed in the registry of: District Court Bratislava I, Slovakia reference no. 72179/B

Contact Details:

Phone no.: +421 907 436 637

Email: maria@stitchspider.com

Eshop: www.stitchspider.com

(hereinafter referred to only as "seller")

and

the consumer, the subject of which is the purchase and sale of goods through the internet site of the seller's online shop.

Governing Body:

The Inspectorate of the Slovak Trade Inspection for the Bratislava region seated in Bratislava, Slovakia

Prievozska 32, P. O. BOX č. 5, 820 07 Bratislava 27, Slovakia

Department of Inspection and Legal Department

Phone no. 02/58 27 21 72, 02/58 27 21 04 fax. no. 02/58 27 21 70

e-mail: ba@soi.sk

Address for filing complaints, contract withdrawals, appeals and grievances:

ZaZeZi s. r. o., Bakošova 4714/1, 841 03 Bratislava, Slovakia business ID no.: 46 125 329, maria@stitchspider.com

1.2. Subject of the Contract

Only goods and services items (products) exclusively listed in the purchase contract – order are subjects of the contract. The amount, features, prices, and other details listed on the internet sites of the seller are binding information.

The seller commits that he will provide to the consumers:

- products without defects in accordance with the specification or features as are considered usual for the type of service in question,
- products conforming to the norms, provisions and directives legally valid in the Slovak Republic.

The contractual parties have agreed, that by submitting the order the consumer confirms, that he agrees, that these general business terms and conditions and their provisions will apply to all purchase contracts concluded through any internet site of an online shop operated by the seller, based on which the seller will supply the product listed on the internet site in question to the consumer (hereinafter referred to only as “purchase contract”) and to all dealings between the consumer and the seller originating mainly from concluding the purchase contract and complaining about the product.

1.3. Order Cancellation

Order Cancellation by the Consumer:

The consumer has a right to cancel his order without providing a reason any time before it is confirmed as committed and the consumer has a right to withdraw from the contract, the subject of which is the supply of a product, even before the period for contract withdrawal has commenced.

If the seller informed the consumer on how he can withdraw from the contract duly and in a timely manner according to § 3 (1) (h), then the consumer has a right to withdraw from the contract concluded remotely or a contract concluded elsewhere than the seller’s business premises, even without providing a reason within 14 days from the day that he has received the goods.

The seller has a right for damage compensation, mainly in case of a product “made to order”, which the seller had to procure based on the consumer’s request or in case that he had already incurred demonstrable costs in procuring the product. The cancellation fee can be set up to the amount of procurement costs for the product.

Order Cancellation by the Seller:

The seller reserves the right to cancel an order or a part of the order in the following cases:

- it was not possible to confirm the order as committed (incorrectly listed telephone number, unreachable consumer, consumer not responding to emails, etc.).

The general terms and conditions form an integral part of the purchase contract. In case the seller and the consumer conclude a written purchase contract, in which they agree to conditions other than listed in the general terms and conditions, then the provisions of such purchase contract are given priority before the general terms and conditions.

2. MEANS OF CONCLUDING THE PURCHASE CONTRACT

1. The purchase contract is concluded by the consumer’s binding acceptance of the seller’s purchase contract proposal in the form of an email message sent from the consumer to the seller or when the consumer fills in and submits a form on the seller’s internet site or if the consumer places a telephone order with the seller (hereinafter referred to only as “order”).
2. The order is accepted as binding by the seller, when confirmed to the consumer by the seller by telephone, email or private message as order accepted, after the order was accepted by the consumer, marked as “order confirmation”.

3. The binding acceptance of the order includes the name and specification of the product, the sale of which is the subject of the purchase contract, furthermore information on the price of the product and/or other services, the name and details of the place, to which the product should be delivered and how, and information on the product delivery costs, conditions, means and timeline, possibly other details.

3. SELLER'S RIGHTS AND RESPONSIBILITIES

1. The seller is required to:
 - a) supply the product, based on the order, that he has confirmed to the consumer, in the agreed amount, quality and timeline,
 - b) ensure that the supplied product conforms to requirements set by the valid legal regulations of the Slovak Republic,
 - c) provide the consumer, in written or electronic form, with all documents needed for handling and use of the product, and other documents, as prescribed by the valid legal regulations (information on the product features, instructions for assembly, operation, use, maintenance, safety warnings in Slovak, contract withdrawal form, warranty certificate /if requested by the consumer, or if the seller provides a longer warranty period than legally required/, exchange receipt) no later than at the time of product delivery.
2. The seller has a right for the purchase price for the supplied product to be paid by the consumer duly and timely.

4. CONSUMER'S RIGHTS AND RESPONSIBILITIES

1. The consumer has a right to withdraw from the contract in writing without providing a reason within a fourteen-day period (Act No. 102/2014 Coll. on the Protection of Consumers in Sale of Goods or Provision of Services under Remote Contracts or Contracts Executed Outside the Business Premises of the Seller) starting on the day that the product was received by the consumer or on the day that the contract for providing services has been concluded. When the consumer withdraws from the contract, the contract is canceled entirely. This does not apply to digital products.
2. The consumer:
 1. receives the purchased or ordered product,
 2. pays the agreed purchase price including delivery costs to the seller within the agreed due date,
 3. confirms that he has received the product by email, with his signature or with the signature of a person appointed by him.
3. The consumer has a right for the product to be delivered in the amount, quality, within the timeline, by the means and at the place, as agreed by both contractual parties in the binding order confirmation.

5. DELIVERY CONDITIONS

1. Modes of Delivery of Goods

The following modes of delivery of goods are available:

- by email,

- online upon signing into one's account,

2. Prices and Payment

The price for online delivery of the goods for download is valid for the entire globe and is set at nil.

The consumer is required to pay the product's purchase price to the seller, as agreed in the purchase contract at the time of closing the purchase contract, including delivery costs (hereinafter referred to only as "purchase price) in accordance with Act No. 18/1996, as amended, in the form of:

- a cashless transaction to the bank account of the seller,
 - a credit card payment via Stripe,
 - an online payment with PayPal.
- 3.** In case that the consumer pays the purchase price to the seller through a cashless transaction, then the payment date is considered to be the date, when the entire purchase price was received to the bank account of the seller; for payments in Euro to the account IBAN: SK54 8330 0000 0024 0036 7329, reference number.: your order number.
 - 4.** The consumer is required to pay the purchase price to the seller for the agreed product within the timeline according to the purchase contract, no later than when he receives the product.
 - 5.** In case the consumer pays the purchase price to the seller for the agreed product according to the purchase contract, the consumer has a right to withdraw from the purchase contract and request reimbursement of the purchase price only in accordance with the valid legal regulations of the Slovak Republic.
 - 6.** In case the consumer does not pay the entire purchase price to the seller at the time that he receives the product, the contractual parties have agreed, that the seller has a right to withdraw from the purchase contract and request compensation for costs he incurred for the order and supply of the product, that hasn't been paid for.
 - 7.** The prices listed on the seller's web pages are valid at the time of the product order.
 - 8.** The purchase price is considered as paid, when the entire purchase price is received to the bank account of the seller, in case of a bank transfer, or when paid in cash to the delivery partner.
 - 9.** The seller reserves his ownership rights over the product until the entire purchase price is paid.
 - 10.** The exchange receipt issued based on the purchase contract between the seller and the consumer is correspondingly a receipt for tax purposes.
 - 11.** Receipt of the product by the consumer is essentially possible only after it has been entirely paid for, unless agreed otherwise.
 - 12.** Product delivery price is added to the product price, as stated above in section 5.2.
 - 13.** The product is sold according to the consumer's requirements and the seller's designs, catalogues, product type lists, pattern books, displayed on the internet site of the seller's online shop.

14. Unless the seller and the consumer haven't agreed otherwise, the seller is obliged to fulfill the consumer's order within 30 days from the date, that it was delivered.
15. The consumer receives the product by means listed in the order, as accepted by the seller.
16. Information on the product features, quantities, size, and other information listed in the seller's catalogues, brochures, and other documents featured on the internet site of the seller's online shop, are binding information.
17. The place of the product delivery is the place listed in the order as accepted by the seller, unless the contractual parties have agreed otherwise in the purchase contract.
18. The seller delivers the product to the consumer at the address listed in the purchase contract by the consumer. The product is considered as received from the moment, that it was delivered to the address listed in the binding order as accepted by the seller.
19. In case the seller delivers the goods to the consumer at the place listed in the purchase contract by the consumer, the consumer receives the goods in person or ensures that the goods are received by a person, that he has authorized in case of his absence to receive the goods listed in the purchase contract, and signs a protocol that the product was delivered and received. A third party authorized to receive the goods listed in the purchase contract is required to present the seller with the original or copy of the purchase contract, the payment confirmation statement and a written authorization. In case it will be necessary to repeat the delivery of goods due to the consumer's absence at the place listed in the purchase contract, the consumer bears all the costs thus incurred, especially for repeated delivery at the place listed in the purchase contract. The goods are considered as delivered from the moment, that they have been delivered to the address listed in the order as accepted by the seller and are considered as received from the moment, that they were physically received by the consumer, or his authorized representative, or when the goods are rejected to be received, which the delivery partner will mark in the delivery and receipt protocol.
20. Costs associated with the goods being carried up at the delivery address are not included in the product purchase price and the seller is not required to provide such services to the consumer.
21. If the consumer inspects the product upon delivery and finds any product defects, he will inform the seller about this and will file a product complaint or a contract withdrawal to the seller.
22. If the seller does not fulfill the contract, because he is unable to supply the ordered product or provide the service, he is required to inform the consumer without delay and reimburse the price paid for the product or any advance payment within 14 days, unless the seller and consumer agree on a compensation. If the seller and consumer haven't agreed on a compensation, the seller is required to reimburse any demonstrable costs incurred by the consumer in ordering the product or services. In case of a compensation, the seller is required to supply the consumer with a product or provide a service of the same quality and price.

6. RECEIVING OWNERSHIP AND TRANSFER OF PRODUCT DAMAGE RISK

The consumer is granted ownership rights over the goods only after the entire purchase price of the goods is paid.

7. COPYRIGHT

Copyright is governed by the Copyright Act No. 185/2015 Coll., as amended. In case of sale of cross-stitch patterns the copyright remains with the author of the pattern and the user may use them solely for his own purposes. It is forbidden to share the patterns, make copies of them or sell them.

8. WITHDRAWAL FROM THE PURCHASE CONTRACT

1. The consumer has a right to withdraw from the purchase contract without providing a reason within a 14 day period in accordance with provisions of § 7 (1) of Act No. 102/2014 Coll. on the Protection of Consumers in Sale of Goods or Provision of Services under Remote Contracts or Contracts Executed Outside the Business Premises of the Seller and changes and amendments to certain acts.

The seller is required to take back the product and reimburse the price paid for the product to the consumer, including costs that the consumer incurred in ordering the product or service, in a period of no later than 14 days starting on the date, that the withdrawal from the contract was delivered. The consumer bears the costs for the product return.

The consumer cannot withdraw from a contract the subject of which is:

- a) provision of a service, if the service has commenced to be provided with an explicit approval of the consumer and the consumer has stated, that he has been duly informed, that by providing this approval he is losing his right to withdraw from the contract after the entire service will be provided, or if the entire service has been provided,
- b) the sale of goods or provision of services, the price of which depends on the price fluctuation on the financial market, that the seller cannot influence, and which can occur during the period for contract withdrawal,
- c) **the sale of goods made according to the consumer's individual requirements, goods made to order, or goods intended solely for the individual consumer,**
- d) the sale of goods that are liable for rapid quality degradation or decay,
- e) the sale of goods enclosed in protective packaging, the return of which is not advisable due to health protection risks, or for hygienic reasons, and the packaging of which has been disrupted after delivery, page 8 of the Collection of Laws of the Slovak Republic 102/2014, Coll.,
- f) the sale of goods that may, due to their nature, be irreversibly mixed with other goods upon their delivery,
- g) the sale of alcoholic beverages, the price of which has been agreed at the time that the contract was concluded, whereby their delivery is possible after 30 days at the soonest, and their price depends on the price fluctuation on the market, which the seller cannot influence,
- h) the execution of urgent repairs or maintenance, that the consumer has explicitly requested from the seller; this does not apply to contracts regarding services and to contracts, the subject of which is the sale of goods other than spare parts needed for the execution of the repairs or maintenance, if these contracts were concluded during the visit of the seller to the consumer and if the consumer had not ordered these services or goods prior to this,
- i) **the sale of audio, video, audiovisual recordings, books, digital products, embroidery patterns or computer software sold in sealed packaging which were unsealed by the consumer upon delivery,**

- 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 other than accommodation purposes, delivery of goods, vehicle rental, provision of catering services or provision of services related to leisure activities and according to which the seller commits to provide these services at a given time or within an agreed timeline,
 - l) provision of electronic content in other form than on a physical carrier, if its provision has started with the consumer's explicit approval and the consumer has stated that he had been duly informed, that by providing the approval he is losing his right to withdraw from the contract.
2. The consumer will withdraw from the contract in writing. In withdrawing from the contract according to the aforementioned section of these general terms and conditions, the consumer will list the consumer's identification, order number and date, precise product specification, means how the seller should reimburse the amount already received, mainly bank account number and/or postal address.
- Concurrently with withdrawing from the purchase contract the consumer is required to present / send the product back to the seller together with the accessories, including documentation and the original exchange receipt.
- In case the consumer withdraws from the contract and presents / sends the product back to the seller in condition in which it could have been appropriately used, in packaging that does not damage the goods and is complete, then the seller will reimburse the product purchase price already paid for as listed in the binding order as accepted by the seller by cashless transfer to the consumer's bank account, or within a period of 14 days from the date that the withdrawal from the purchase contract and the returned product was received by the seller.
3. If the withdrawal from the contract is valid, the seller will reimburse the purchase price to the consumer including costs, that the consumer incurred in the order and delivery of the product.

9. CONFIDENTIALITY

The consumer is unconditionally required to treat as confidential all information, that was made available to him in regard to provisions from the seller, and that he can consider in regard to the circumstances as unambiguously business like or as a trade secret, and that is to be retained as confidential, with the exception of information available from public resources.

10. CONCLUDING PROVISIONS

1. The seller reserves the right to change these general terms and conditions. The obligation to announce the changes to these general terms and conditions is fulfilled, when they are published on the internet site of the seller's online shop.
2. In case the contract was concluded in written form, then any change must be made also in written form.
3. The contractual parties have agreed that they will communicate together by email.
4. The applicable provisions of the following acts and regulations apply to dealings not covered by these general terms and conditions:

- a) Act No. 102/2014 Coll. on the Protection of Consumers in Sale of Goods or Provision of Services under Remote Contracts or Contracts Executed Outside the Business Premises of the Seller and changes and amendments to certain acts,
 - b) Act No. 22/2004 Coll. On Electronic Commerce and on changes and amendments to Act No. 128/2002 Coll. (as amended),
 - c) Act No. 250/2007 Coll. On Protection of Consumers and changes to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended,
 - d) Act No. 40/1964 Coll. Civil Code (as amended).
5. These general terms and conditions come into force in regard to the consumer upon concluding the purchase contract.
 6. If the consumer withdraws from the contract, he will bear the costs for returning the product to the seller in accordance with § 10 (3) of the act, and in case he withdraws from a remotely concluded contract, he will also bear the costs for returning the product which cannot, due to its nature, be returned by post.
 7. According to § 10 (5) of the act, the consumer is possibly required to pay the price for services already provided by the seller, if the consumer withdraws from a contract regarding services upon giving the seller explicit approval according to § 4 (6) of the act.
 8. The seller abides to the Code of Conduct.
 9. Contract validity period – during the warranty validity period, the conditions for withdrawing from the contract are listed above.
 10. Possible disputes may be settled out of court based on a mutual agreement.
 11. The consumer is granted ownership rights over the subject of the contract only after completing all the payments listed in the contract.

INSTRUCTIONS FOR EXERCISING THE CONSUMER'S RIGHT OF WITHDRAWAL

1. Right of withdrawal from the contract.

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day that you receive the product.

To exercise your right of withdrawal, inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. by a letter sent by post, fax or e-mail) at the address: maria@stitchspider.com

For this purpose, you may use the model contract withdrawal form available at the address: ZaZeZi s. r. o., Bakošova 4714/1, 841 03 Bratislava, Slovakia Business ID no: 46 125 329, maria@stitchspider.com, or at: <https://www.stitchspider.com/documents/contract-withdrawal/>

To meet the withdrawal deadline, it is sufficient for you to send your notice regarding your exercise of the right of withdrawal before the withdrawal period has expired.

2. Effects of contract withdrawal.

If you withdraw from this contract, we shall reimburse to you all payments that you had made regarding this contract, namely the purchase price, including the cost of delivery of the goods

to you. We will carry out such reimbursement without any delay no later than 14 days from the day on which we are informed about your decision to withdraw from this contract. Reimbursement will be carried out using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

3. If interested, you can fill in and send us the model contract withdrawal form or any other unequivocal statement about your withdrawal from the contract also by electronic means through our internet site: <https://www.stitchspider.com/documents/contract-withdrawal/>. If you use this option, we will confirm, that we have received your contract withdrawal, without delay by means of a durable carrier (e.g. by email).
4. The period will be upheld if you send back the product before the 14-day period expires. You are only liable for any diminished value of the goods incurred due to handling of the product other than is needed for you to test the condition, features and operation of the product.
5. Information listed in these instructions form an integral part of the contract concluded remotely or a contract concluded elsewhere than the seller's business premises and may be changed only with the explicit approval of both contractual parties.
6. By submitting the order and hitting the "order with obligation to pay" button the consumer explicitly confirms, that he has been informed that the obligation to pay the price is part of the order.
7. Upon concluding the remote contract, the seller will provide the consumer with confirmation that the contract was closed on a durable carrier without undue delay, latest at the time of product delivery.
The confirmation includes:
 - all the information listed in § 3 (1) of the act, if the seller hasn't provided the information to the consumer on a durable carrier before the remote contract was closed.
8. The consumer may withdraw from the contract, the subject of which is the delivery of a product, even before the period for contract withdrawal has commenced.
9. The consumer can exercise his right for contract withdrawal with the seller according to § 7 (1) of the act in written form or in the form of an entry on a durable carrier; if the contract was concluded verbally, then the consumer can exercise his right to withdraw from the contract by any unequivocally formulated statement, in which he expresses his wish to withdraw from the contract.
10. The consumer can use the contract withdrawal form that he has received from the seller.
11. According to § 7 (1) of the act, the period for contract withdrawal will be upheld if the notice on contract withdrawal has been sent to the seller on the last day of the period at the latest.
12. The seller bears the burden of proof regarding his exercise of the contract withdrawal.

The Seller's Obligations in Contract Withdrawal

1. The seller is obliged to reimburse to the consumer all the payments received based on the contract or in relation to it without any undue delay, within 14 days at the latest from the date that he has received the notice on contract withdrawal; this does not affect the provisions of § 8 (5) of the act.
2. The seller is obliged to reimburse to the consumer payments according to section 1 by means which the consumer has used when making these payments. This does not affect the consumer's right to agree with the seller on different means of reimbursement providing that in this doing so the consumer will not incur any further fees.
3. The seller is not required to reimburse any supplementary costs resulting from the consumer's choice of a type of delivery other than the least expensive type of standard delivery offered by the seller. Supplementary costs are understood as the difference between the delivery costs selected by the consumer and the delivery costs for the least expensive type of standard delivery offered by the seller.
4. Upon withdrawing from the contract, the subject of which is the sale of a product, the seller is not required to reimburse the consumer's payments according to section 1 before the goods are returned or before the consumer proves that he has sent the goods back to the seller, unless the seller proposes to pick up the goods in person or through an appointed person.

The Consumer's Rights and Obligations in Contract Withdrawal

1. The consumer is required to send back the product or personally hand it back to the seller within 14 days at the latest from the date of contract withdrawal. This is not applicable in case the seller proposes to pick up the goods in person or through an appointed person. The period according to the first sentence will be upheld if the product was handed over for delivery on the last day of the period at the latest.
2. In withdrawing from the contract, the consumer bears only the costs associated with the return of the goods to the seller or to a person authorized by the seller to receive the goods. This does not apply if the seller has agreed that he will bear these costs himself or if he hasn't fulfilled his obligations in accordance with § 3 (1) (i) of the act.
3. The consumer is liable only for any diminished value of the product incurred due to handling of the goods in any other way than is needed in order to determine the features and operation of the goods. The consumer is not liable for the diminished value of a product if the seller hasn't fulfilled his responsibility of informing the consumer of his right to withdraw from the contract according to § 3 (1) (h) of the act.

In Bratislava, on 11.09.2020