

GENERAL TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1. These Terms and Conditions (the "GTC") govern the rights and obligations of *the seller*: **BoardDream, s.r.o.** residing at Podháj 1/E, 841 03 Bratislava, the Slovak Republic, Reg. No. 50 338 706, VAT Reg. No. : 20120287829 registered in the Commercial register of District Court Bratislava I, section: Sro, File No.: 111881/B (hereinafter referred to as "Seller") and *the buyer* (the "Buyer") for the purchase of goods offered by the Seller via e-commerce on the website of the Seller **www.boarddream.com** ("boarddream.com"). The GTC are an integral part of the Contract of sale concluded between the Buyer and the Seller through e-commerce at boarddream.com (hereinafter referred to as "E-commerce").
2. The Buyer shall mean a consumer or businessman who order goods electronically through e-commerce. A consumer is a natural person who does not act in concluding and performing the contract within the scope of their business or profession. Entrepreneur means a person registered in the Commercial Register, a person who does business under the trade license, a person who does business on the basis of other than trade license pursuant to special regulations, a person engaged in agricultural production and that is registered pursuant to a special regulation.
3. Legal relationships between the Seller and the Buyer expressly not regulated by the GTC shall be governed by the relevant provisions of Law no. 40/1964 Coll. as amended, and related regulations.
4. The electronic order is sent electronic form that contains the information about the Buyer, the list of ordered Goods from the offers on E-commerce and the price of the Goods. The condition of the electronic order form is true and complete filling of all data required by registration form, including phone and e-mail. Confirmed order means the order that is sent to the Buyer and confirmed by the Seller, by e-mail or telephone.
5. The contract of sale is a contract concluded between the Seller and the Buyer via E-commerce, which concerns the supply of Goods for the purchase price.
6. The Buyer provides personal data voluntarily in order to meet its obligations under the contract and further communication with them. The Seller treats with personal data of the Buyer (name, address, telephone number, e-mail) in accordance with the provisions of Law no. 122/2013 Coll. on the protection of personal data as amended. The Buyer of the Goods ordered through E-commerce on boarddream.com declares that their personal data provided to the Seller voluntarily and agrees with their processing in the records of the Seller, unless they are contrary to law, as well as the disclosure and provision of information to third parties and state institutions under the conditions and within the regulations.

II. ORDERING OF THE GOODS / THE CONTRACT OF SALE

1. The condition of validity the electronic order, that is considered as a draft of the Contract of sale, is complete and correct filling of the following essential elements:

- **Contact information of the Buyer**
- **Ordered goods**
- **Quantity of ordered goods**
- **Delivery and payment**

2. The electronic order is created by confirmation of the ordering process on E-commerce by choosing the Goods by the Buyer, including complete filling the electronic order. For the correct performance of the electronic order, it is necessary to fill in the required information in the electronic order, to choose the way of the shipping and the payment of ordered Goods.

3. The Contract of sale between the Buyer and the Seller is concluded at the moment of binding confirmation of the electronic order in the system. The Seller shall inform the Buyer via e-mail or phone call about acceptance of the electronic order, otherwise The contract of Sale between the Buyer and the Seller is not concluded.

4. The Buyer shall check the content of the electronic order that is provided via the e-mail sent by the Seller. In the case of irregularities relating to the content of the electronic order, the Buyer shall notify the Seller via e-mail sent to the e-mail address of the Seller **boarddream.com**.

4. The Buyer has the right to cancel the electronic order without giving any reason at any time prior to its binding confirmation by the Seller, that means since the Contract of sale is concluded.

III. THE PRICE AND PAYMENT CONDITIONS

1. The purchase price of the Goods offered by the Seller through boarddream.com is listed next to each selected Goods. The purchase price is always given with value added tax, unless stated otherwise.

2. The Buyer reserves the right to change prices. The prices are confirmed by the Seller at the time of confirmation of the electronic order.

3. The Goods in E-commerce can be paid in the following ways:

- **Payment on delivery:** On this way of payment, the Buyer pays the full price of the Goods referred to in electronic order on receipt of Goods by courier or through the services of the Slovak Post,
- **Prepay by credit or debit card:** On this way of payment, after the payment of the full price of the Goods referred to in electronic order on the bank account of the Seller, the Seller delivers the Goods by the courier or through the services of the Slovak Post. The bank account of the Seller – BoardDream, s.r.o. is: account number: 4023371224/7500 IBAN: SK68 7500 0000 0040 2337 1224 variable symbol: use the number of your electronic order.

IV. SUPPLY OF THE GOODS

1. The Seller shall send the Goods within 30 days from the day when the Contract of sale is concluded, Unless the Parties Agree Otherwise. For selected Goods, the Seller shall specify the delivery date directly in the description of selected Goods.
2. If more than one Goods are in the electronic order and part of them are out of stock or in the description of Goods there is another specific date, the Seller shall inform the Buyer with the possibility of partial deliveries.
4. Together with the Goods the Seller shall send invoice that the Buyer can use like warranty.
5. On receipt of the Goods the Buyer shall check, whether the packaging in which Goods are packaged, is not damaged and sign the document on receipt of the shipment. In case of damage, it is necessary to draw up a report of identified defects caused during transport. If the Buyer takes over the Goods despite the obvious damage to the packaging, the Seller does not accept any subsequent claim for this reason.
6. The place of performance of the Contract of sale shall be the place in which the Goods are delivered.
7. The Seller delivers the Goods to the Buyer through:
 - **Slovak Post,**
 - **courier company.**
8. The Buyer has the proprietary rights of the Goods after the acceptance and payment of the purchase price.

V. DELIVERY PAYMENT TERMS

1. The Seller does not charge the packing where the Goods are packaged in a standard way that is needed for protection of the Goods during delivery.
2. The price for delivery of the Goods with a value under EUR 50 is charged in the amount of price list of shipping company.
3. The price for delivery of the Goods with a value over EUR 50 is not charged, except as follows:
 - If the Goods are not successfully delivered by courier or by Slovak Post at the time and place of delivery to the Buyer, or
 - If the Seller returns the Goods to the Buyer as a result of the rejected claim.
4. The electronic orders received till 3 pm will be processed in the same day. The electronic orders received on Fridays after 2.30 pm will be processed the next business day.

VI. THE WARRANTY AND THE CLAIMS AND THE CONDITIONS

1. The warranty period for goods purchased from E-commerce is normally 24 months. On selected products can be provided longer warranty period. The warranty period begins on the date of receipt of the Goods by the Buyer.

2. After receiving the Goods, the Buyer shall check:

- whether they have received the Goods in accordance with the Order,
- whether they have received the amount of the Goods in accordance with the Order,
- whether the Goods or their packaging are damaged.

3. When the Buyer received the Goods that they do not order, the Buyer shall send e-mail to the Seller immediately, not later than 24 hours. In this case the Buyer is entitled to refuse to receive the Goods. They are entitled to write with person who delivered the Goods Statement about rejection of delivery.

4. If the Buyer received the Goods that show signs of damage, obvious defects, or less amount of the Goods, the Buyer shall receive the Goods, but put those facts in the delivery list. The Buyer shall send to the Seller the delivery list immediately and apply to claim for defects. Later warranty claims of damage, obvious defects or less amount of the Goods will not be accepted. If the Buyer refuses to receive the Goods under this section of GTC, the Seller is entitled to withdraw from the contract.

5. The Buyer can claim the Goods via e-mail: info@boarddream.com or via Post, together with documents such as delivery note, invoices. In the complaint, the Buyer shall state:

- Their identification data,
- The identification data of the Seller,
- Description of the Goods that is claimed,
- Description of defects of the Goods,
- Order Number.

6. The Warranty does not cover damage to the Goods, including in particular:

- Natural or excessive mechanical wear,
- Contamination of the Goods or their parts because of neglected maintenance or care for Goods
- External influences, e. g. fall or impact,
- Damage of the Goods by unauthorized person (unprofessional repair, installation or modification of the Buyer)
- The use of the Goods contrary to instructions, technical standards, other documentation of the Goods or contrary to the purpose for which the Goods are used
- Mechanical damage, especially torn, cutting, the Goods damaged by excessive physical careless handling,
- Failing to report evident defects on receipt of the Goods,
- After the warranty period.

7. The warranty does not apply to damage caused by natural disasters, violent damage, weather conditions or the Goods are used under extreme and unusual conditions.

8. The Seller is responsible for defects of the Goods at receipt of the Goods.

9. The Seller shall determine the way of performance of the warranty claim immediately, in complicated cases within 3 days from the start of the complaint procedure. In justified cases, in particular where a complex technical assessment of the condition of the Goods are necessary, The Seller shall determine the way within 30 days from the start of the warranty claim procedure. The Seller shall notice the Buyer

the way of performance of the warranty claim via e-mail that the Buyer filled in the electronic order. After choosing the the way of performance of the warranty claim, the Seller shall settle the warranty claim immediately, in appropriate cases later. The performance of the warranty claim shall not take longer than 30 days from the date of the warranty claim has been applied. On expiry of the deadline for the performance of the warranty claim, the Buyer has the right to withdraw from the Contract of sale.

10. The Seller shall inform the Buyer about the result of warranty claim procedure via e-mail or registered letter. If the Buyer applies the warranty claim for the first 12 months of the Contract of Sale, the Seller is entitled to reject the warranty claim solely on the basis of the experts' opinion or the opinion issued by authorized, notified or accredited person or the opinion of the designated person. In every case the Seller is entitled to request to cover the cost of expert reports on the Goods, or other costs related to expert reports on the Goods.

11. Expert reports of the Goods shall include:

- Identification of the person who carries out the technical assessment,
- Precise identification of the Good,
- Description of the condition of the Good,
- Result of the technical assessment,
- Date of issue of the technical assessment.

12. The Seller shall provide a copy of the technical assessment justifying the rejection of the warranty claim within 14 days from the date of the warranty claim has been performed.

13. If the defect can be removed, the Buyer has the right the defect to be free, timely and properly removed. The Seller may always instead of removing defects replace defective Goods for one without defects. If the defect can not be removed and that defect prevents the Goods to be properly used without such defects, the Buyer has the right to exchange the Goods or has a right to withdraw from the Contract of Sale. In the case the defects will appear on the Goods after repairing them, the same rights belong to the Buyer as below.

14. After the performance of warranty claim, the warranty period is extended by the duration of the performance of warranty claim. If the warranty claim has been performed successfully by the exchange of Goods, the warranty period shall begin to run again from the date that warranty claim has been performed.

VII. WITHDRAWAL

1. The Buyer (hereinafter referred to as "Consumer") has the right to withdraw from the Contract of Sale without giving any reason within 14 calendar days from the date of delivery. The Goods are received by the Consumer at the moment when the Consumer or a third person other than the courier receives all parts of the Goods or all Goods ordered in one electronic order:

- More Goods ordered by the Consumer in one order are supplied separately, at the moment when the last Good has been delivered,
- Goods consisting of lots or pieces, at the moment when the last piece of the Good has been delivered.

2. The Consumer has the right to cancel the Contract of Sale in accordance with subsection 1 of this section GTC as follows:

- in writing at the address of the Seller
- e-mail at info@boarddream.com.

3. If the Contract of Sale is withdrawn in accordance with subsection 1 of this section GTC, the Consumer shall bear the cost of returning the Goods to the Consumer, including the cost of returning the Goods.

4. Returned Goods must not be defective and must be returned to the Seller with proof of purchase, with all accessories, documentation, packaging etc. The Consumer is liable for diminished value of the Goods.

5. The Consumer shall be entitled the Good unpack and test the appropriate way to determine the characteristics and functioning of the Goods after receipt of the goods within the period of withdrawal.

6. In accordance with subsection 1 of this section GTC the Seller shall reimburse payments that the Seller has received from the Buyer and are related to the withdrawal from the Contract of Sale, including the costs of delivery, postage and other costs and fees. The Seller is not obliged to reimburse the payment before they have received the Goods or the Consumer not to prove them that he has sent back the Goods.

VIII. ALTERNATIVE DISPUTE RESOLUTION

1. The purpose of this section of GTC is to inform the Consumer about the possibilities and the conditions of Alternative Dispute Resolution between the Seller and the Consumer.

2. Alternative Dispute Resolution is procedure of subject of alternative dispute resolution, that aimed at achieving an amicable settlement between the Parties, that means between the Consumer and the Seller.

3. The competent authority of Alternative Dispute Resolution in accordance with generally binding legislation of the Slovak republic is The Slovak Trade Inspection or another entity that is in the list of Alternative Dispute Resolution entities published on the website of the Ministry of Economy - <http://www.mhsr.sk>.

4. The Consumer may be informed also on: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľskych-sporov.soi>.

5. The Consumer may dispute between themselves and the Seller addressed through the Online Dispute Resolution platform. The Consumer may be informed about that on: <http://ec.europa.eu/consumers/odr/>.

IX. FINAL PROVISIONS

1. GTC enter into force upon publication on **boarddream.com** and governed by generally binding legal regulations of the Slovak Republic.

2. The Seller notes that the information provided on **boarddream.com** can be updated without notice.

3. The Seller may change the products listed on **boarddream.com** at any time without prior notice.

4. The Seller reserves the right to change and amend these GTC at any time. Changes and additions to these GTC enter into force upon publication on **boarddream.com**.

5. The Parties agree that all disputes between them arising out of legal relationships under the Contract of Sale or related contracts, including disputes concerning the validity, interpretation and termination of this Contract of Sale shall be primarily settled by reconciliation.

6. By sending the electrical order, the Buyer has read the GTC and agreed with them.