

Terms of Service

1. General provisions and scope of contract

These terms of service define the relationship between the purchaser and the seller. These terms of service delimit and specify the rights and obligations of the seller Ján Timko, MSc. Company registration number: 44782357 (hereinafter referred to as “seller”) and his customers (hereinafter referred to as “purchaser”). By ordering goods the purchaser accepts the terms of service regarding the shipment of the goods declared by the seller. The seller shall deliver the goods based on the order and the contact data of the purchaser. Only the items listed explicitly in the order are subject to the scope of contract (hereinafter referred to as “goods”).

2. Obligations of the purchaser

The purchaser undertakes to:

- pay the declared price for the goods (photographs) under the payment conditions valid at the date of order
- properly assume the goods (photographs), check whether the packaging is intact and inform the shipping service in case of any damage without delay

The purchaser obtains the ownership rights to the goods (photographs) only after the full payment of the price of the goods.

3. Obligations of the seller

The seller undertakes to:

- send information e-mail to the purchaser upon the receipt of the order with the list of ordered photographs, with the unit prices and the total price (after discounts where applicable) and with the information about the payment method for the ordered goods (photographs)
- attach an invoice to the ordered goods
- properly pack the ordered goods
- deliver the correct type and amount of goods within the declared price and under the payment conditions valid at the date of order

The seller shall not be liable for:

- the delayed delivery of the ordered goods caused by the postal or shipping service
- the damage to the shipment caused by the postal or shipping service

4. Point of sale

The address below shall be the point of sale: Ing. Ján Timko, Lipová 521/1, Liptovský Mikuláš, 031 04.

5. Ordering of goods

The ordering of goods (photographs) shall be carried out by filling out the order form on the website www.jan-timko.eu

The order shall come into effect when the purchaser declares all the required data to the seller. Upon the submission of the order by the purchaser to the seller, the purchaser shall receive information e-mail with the list of ordered photographs, unit prices and the total price (after discounts where applicable).

6. Price and payment

The prices listed on the website www.jan-timko.eu are valid at the date of order. The seller reserves the right to change prices and errors on the website. The declared price shall be considered as paid once the full price is credited to the regular account of the seller. The seller

reserves the ownership rights to the goods until the full payment of the declared price. The copyright as part of the intellectual property remains with the seller as the author. The ordered goods shall be dispatched within 48 hours since the declared price has been paid, i.e. credited to the seller's account in the full amount including the postal charges. (see paragraph 7. Term of delivery). The sale shall be documented by the invoice, which also serves as the delivery note and the certificate of warranty. The invoice shall be dispatched by the seller in the same shipment as the ordered goods. The postal charges are added to the price of the goods according to the terms set by the seller.

The postal charges is 10 €.

7. Term of delivery

The term of delivery starts once the full declared price is credited to the regular account of the seller. The dispatch time is 48 hours, i.e. 2 work days according to the Central European Time. The goods ordered one day before the weekend or bank holiday, during the weekend or bank holiday shall be dispatched within 48 hours since the first work day following the weekend or bank holiday. The time for the delivery of the shipment must be added to the dispatch time. The delivery should take within 3 to 5 work days since the date of dispatch of the shipment.

If the ordered goods cannot be delivered to the purchaser within the above mentioned terms, the seller shall announce the expected delivery date. In such an event the seller shall ask for the purchaser's approval. The term of delivery shall be considered as met, if the goods are ready to be dispatched at the point of sale on the last day of the agreed or additionally agreed term of delivery at the latest. If the seller is unable to dispatch the goods within 30 calendar days, he/she is obliged to refund the payment to the purchaser without unnecessary delay. If the delay is caused by circumstances which are out of control of the seller, the term of delivery may be prolonged accordingly.

8. Claims (Warranty rules)

The seller's responsibility for faults and warranty are governed by § 619 and the following of Law no. 40/1964 of the Civil code of the Slovak Republic. The rights arising from the responsibility for faults (claim) are filed to the seller.

Warranty rules

The warranty term is 24 months and it starts on the date when the purchaser assumes the goods. The sale shall be documented by the invoice, which also serves as the delivery note and the certificate of warranty. If the warranty rights on the purchased goods are not applied within the warranty term, these rights are automatically null and void.

The warranty only applies to provable faults caused by the seller detected immediately after the delivery of the goods or during its usage /e.g. different type of goods etc./. The faults caused by the user (purchaser) during standard usage of the goods are not subject to warranty.

In order for the claim to be accepted it is important to:

- inspect the goods and the invoice immediately upon assuming of the shipment
- inform the seller via e-mail about the faults detected after assuming the goods as soon as possible and within 3 work days since the goods were assumed at the latest.
- refuse to assume shipment, which shows signs of damage during transport (torn package, hole, etc.)
- inform the seller immediately via e-mail if any discrepancy between the invoice and the goods delivered is detected (be it type, amount, format or price) or if the shipment contains erroneous invoice or no invoice at all.

If manufacturing faults are detected, it is necessary to send the goods at the purchaser's cost in a general delivery back to the seller's address along with the reason for the claim. The goods

must be sent as a package, well packed to prevent any damage. If the goods are damaged during transport, the claim shall not be accepted.

The claim procedure starts on the date when the returned goods are assumed by the seller and ends when the processed claim is sent back to the purchaser. The claims shall be processed during work days via e-mail. The seller shall determine whether the claim is justified within 3 work days since assuming the returned goods. The purchaser shall be notified about the decision via e-mail unless agreed otherwise. A justified claim, including the removal of faults, shall be handled at the expense of the seller without unnecessary delay within 30 calendar days since the start of the claim procedure at the latest. The time from the filing of the claim until the replaced goods are assumed by the purchaser does not count against the warranty term. However, if the claim is not justified, the goods shall be returned to the purchaser along with due reasoning.

9. The right to renege on a contract

The purchaser has the right to renege on this contract without stating the reason within 7 work days since assuming the goods in accordance with § 12 of the law on the protection of the consumer in doorstep and mail-order selling (law no. 108/2000 of the Body of laws of the Slovak Republic). The e-mail about the decision to renege on the contract must be delivered to the seller within the above mentioned term.

The goods are returned at the expense of the purchaser. The purchaser must inform the seller about the decision to renege on a contract by e-mail stating the order number, date of purchase and the account number (IBAN), address where the refund should be sent.

The goods must be sent back to the address of the seller. The goods must be sent complete as received from the seller. The goods must be in the original undamaged package. The goods must not be used or damaged. The purchaser must also send all the documents received upon purchase (invoice). The goods should be sent as a general delivery (under no circumstances may it be sent as “collect on delivery”) and insured. The seller is not liable for the possible loss of the goods during delivery. The expenses related to the sending of the goods upon renegeing on the contract are born by the purchaser. After all the conditions have been met, the money shall be sent to the purchaser’s account, or the address, within 14 work days since the receipt of the goods. If any of the above mentioned conditions have not been met, the seller may not accept the renegeing on the contract and the goods shall be sent back at the expense of the purchaser.

10. Final provisions

These terms of service are valid on the website www.jan-timko.eu at the date of order unless agreed otherwise. By submitting the order, the purchaser accepts all the provisions of the valid terms of service without reserve.

Valid as of December 1, 2015