

General Terms and Conditions

General terms and conditions

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Article 1 - Definitions

For the purposes of these terms and conditions:

1. **Supplementary agreement:** an agreement whereby the consumer acquires products, digital content and / or services in connection with a distance contract and these items, digital content and / or services are supplied by the operator or by a third party on the basis of an agreement between that third party and the operator;
2. **Withdrawal period:** the period within which the consumer can exercise his right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes relating to his trade, business, craft or profession;
4. **Day:** calendar day;
5. **Digital content:** data produced and supplied in digital form;
6. **Contract for an indefinite period of time:** a contract for the regular supply of goods, services and/or digital content during a specific period of time;

7. **Durable data carrier:** any tool - including e-mail - that enables the consumer or entrepreneur to store information addressed to him personally in a way that future consultation or use during a period tailored to the purpose for which the information is intended, and that unaltered reproduction of the stored information is possible;
8. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who offers products, (access to) digital content and / or services at a distance to consumers;
10. **Distance contract:** an agreement concluded between the trader and the consumer within the framework of an organized system for distance selling of products, digital content and / or services, up to and including the conclusion of the agreement exclusively or jointly use one or more means of distance communication;
11. **Model withdrawal form:** the European model withdrawal form included in Annex I of these conditions. Annex I does not need to be made available if the consumer does not have a right of withdrawal with regard to his order;
12. **Technique for distance communication:** means that can be used for concluding a contract, without the consumer and entrepreneur having to be together in the same room at the same time.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur before the distance contract is concluded, indicate how the terms and conditions can be viewed by the entrepreneur and that they will be sent to the consumer as soon as possible free of charge at the consumer's request.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these terms and conditions electronically to the consumer be made available in such a way that the consumer in a simple manner can be stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply by analogy and the consumer may, in the event of conflicting conditions, always invoke the applicable provision that is most favorable to him.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products, services and / or digital content. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. The agreement is, subject to the provisions of paragraph 4, concluded at the time of acceptance by the consumer of the offer and compliance with the conditions set.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the trader, the consumer may dissolve the contract.
3. If the agreement is concluded electronically, the trader will take appropriate technical and organizational measures to protect the electronic transfer of data and will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can, within the legal framework - to inform the consumer whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the operator has good grounds not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the implementation.
5. At the latest upon delivery of the product, service or digital content to the consumer, the operator will send the following information, in writing or in such a way that the consumer in an accessible way can be stored on a durable medium:
 1. the visiting address of the establishment of the entrepreneur where the consumer can lodge complaints;
 2. the conditions under which and the manner in which the Consumer can exercise the right of withdrawal, or a clear statement about being excluded from the right of withdrawal;
 3. the information about guarantees and existing after-sales service;
 4. the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
 5. the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration;
 6. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a long-term transaction, the provision in the previous paragraph shall only apply to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can dissolve an agreement regarding the purchase of a product during a reflection period of at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason of withdrawal, but does not oblige the consumer to state his reason(s).
2. The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party previously designated by the consumer, who is not the carrier, has received the product, or:
 1. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for multiple products with a different delivery time.
 2. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;
 3. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

In the case of services and digital content not supplied on a tangible medium:

1. The cooling-off period referred to in paragraph 1 starts on the day following the conclusion of the contract.
2. If the Entrepreneur has not provided the Consumer with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period shall end twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.
3. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the starting date of the original cooling-off period, the cooling-off period shall expire 14 days after the day on which the consumer has received that information.

Extended cooling-off period for products, services and digital content not supplied on a tangible medium in the event of failure to inform about the right of withdrawal:

If the trader has not provided the consumer with the legally required information concerning the right of withdrawal or the model withdrawal form, the cooling-off period shall end twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the starting date of the original cooling-off period, the cooling-off period shall expire 14 days after the day on which the consumer has received that information.

Article 7 - Obligations of the consumer during the cooling-off period

1. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent that is necessary to determine the nature, characteristics and operation of the product. The principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.

2. The consumer is only liable for value reduction of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.

3. The consumer is not liable for value reduction of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he shall report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorized representative of) the entrepreneur. This does not have to be done if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.

3. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

5. The consumer shall bear the direct costs of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs of returning the product.

6. If the consumer withdraws after having first expressly requested that the provision of the service or the supply of gas, water or electricity not made ready for sale in a limited volume or set quantity commences during the cooling-off period, the consumer owes the proprietor an amount that is proportional to that part of the commitment that the proprietor has fulfilled at the time of withdrawal, compared to the full fulfilment of the commitment.

7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which are not put up for sale in a limited volume or quantity, or for the supply of district heating, if:

a. the trader has not provided the consumer with the legally required information concerning the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form, or;

b. the consumer has not expressly requested the start of the performance of the service or the supply of gas, water, electricity or district heating during the cooling-off period.

8. The consumer shall not bear any costs for the full or partial supply of digital content not supplied on a tangible medium, if:

a. he has not expressly agreed to the commencement of the performance of the contract before the end of the cooling-off period prior to its delivery;

b. he has not acknowledged losing his right of withdrawal when giving his consent; or

c. the entrepreneur has failed to confirm this statement from the consumer.

9. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in case of withdrawal

1. If the trader makes it possible for the consumer to withdraw electronically, he will immediately send a confirmation of receipt after receiving this notification.

2. The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the cancellation. Unless the entrepreneur offers to collect the product himself, he may wait to refund until he has received the product or until the consumer demonstrates that he has sent back the product, whichever is the earlier.

3. The entrepreneur uses the same payment method that the consumer used for reimbursement, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.

4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to pay back the additional costs for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The Entrepreneur can exclude the following products and services from the right of withdrawal, but only if the Entrepreneur has clearly stated this in the offer, at least in good time before concluding the contract:

1. Products or services whose price is subject to fluctuations in the financial market that are beyond the Entrepreneur's control and which may occur within the withdrawal period;

2. Contracts concluded during a public auction. A public auction is understood to mean a method of sale in which products, digital content and/or services are offered by the trader to consumers who attend or are given the opportunity to attend the auction in person, under the supervision of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;

3. Service agreements, after full execution of the service, but only if:

a. performance has commenced with the explicit prior consent of the consumer; and

b. the consumer has declared that he loses his right of withdrawal as soon as the entrepreneur has fully performed the contract;

4. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, goods transport, car rental services and catering;

5. Leisure contracts, if the contract provides for a specific date or period of performance thereof;

6. Products made to the consumer's specifications, which are not prefabricated and which are made on the basis of an individual choice or decision made by the consumer, or which are clearly intended for a particular person;

7. Products which are liable to deteriorate rapidly or have a limited shelf life;

8. Sealed products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;

10. Products which, by their nature, have been irrevocably mixed with other products after delivery;

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the trader may offer products or services whose prices are subject to fluctuations in the financial market and on which the trader has no influence, with variable prices. This obligation to fluctuate and the fact that any prices quoted are target prices will be stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer has the right to terminate the contract as of the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services are inclusive of VAT.

Article 12 - Fulfilment of the agreement and extra guarantee

1. The entrepreneur guarantees that the products and / or services meet the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never restricts the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the contract if the entrepreneur has failed to fulfil his part of the contract.
3. Extra guarantee is understood to mean any undertaking by the proprietor, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what the consumer is legally obliged to if he has failed to fulfil his part of the contract.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care in receiving and executing orders of products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Subject to what is stated in Article 4 of these General Terms and Conditions, the Entrepreneur shall execute accepted orders expeditiously but at the latest within 30 days, unless a different delivery period has been agreed. If delivery is delayed, or if an order is not or only partially carried out, the consumer will receive notification of this at the latest 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement free of charge and entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a representative appointed in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Duration transactions: duration, termination and extension

Resignation:

1. The consumer may contract for an indefinite period of time and that extends to the regular delivery of products (including electricity) or services, terminate at any time subject to agreed termination rules and a notice of up to one month.

2. The consumer may contract for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time at the end of the indefinite period, subject to the agreed termination rules and a notice of up to one month.

3. The consumer may terminate the agreements referred to in the previous paragraphs:

- terminate at any time and not be limited to termination at a specific time or in a specific period;

- at least terminate them in the same way as they were entered into by the consumer;

- always terminate with the same notice as the trader has stipulated for himself.

Extension:

4. A contract that is entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a definite period.

5. Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months, if the consumer at the end of the prolongation extended contract may terminate with a notice of up to one month.

6. A fixed-term contract that has been concluded for the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may at any time terminate with a notice not exceeding one month. The notice period shall not exceed three months if the agreement provides for the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. A contract of limited duration for the regular supply of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly continued and shall end automatically at the end of the trial or introductory period.

Duration:

8. If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice of up to one month, unless the reasonableness and fairness opposes termination before the end of the agreed term.

Article 15 - Payment

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In the case of an agreement for the provision of a service, this period commences on the day after the consumer has received confirmation of the agreement.

2. When selling products to consumers, the consumer may never be obliged to pay more than 50% in advance in general terms and conditions. If an advance payment has been stipulated, the consumer may not assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.

3. The consumer has the duty to report any inaccuracies in the payment details provided or stated to the entrepreneur without delay.

4. If the consumer does not meet his payment obligation(s) on time, he will owe the statutory interest on the amount still owed on the amount after he has been notified of the late payment by the proprietor and the proprietor has granted the consumer a period of 14 days to still meet his payment obligations, after payment has not been made within this 14-day period, and the proprietor is entitled to charge any extrajudicial collection costs he has incurred. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500;

10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The entrepreneur can deviate from the amounts and percentages mentioned for the benefit of the consumer.

Article 16 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within a reasonable time after the consumer has discovered the defects, complete and clearly described.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the trader will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer should give the entrepreneur at least 4 weeks to solve the complaint in mutual consultation. After this period, a dispute arises that is subject to dispute resolution.

Article 17 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply, are exclusively governed by Slovakian government.

Article 18 - Additional or different provisions

Additional provisions or provisions deviating from these general terms and conditions may not be to the consumer's detriment and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

Annex I: Model withdrawal form

Model revocation form

(complete and return this form only if you wish to revoke the agreement)

- On: [entrepreneur's name]

Entrepreneur's geographical address

[entrepreneur's fax number, if available]

[e-mail address or electronic address of entrepreneur]

- I/We* hereby give notice that I/We* hereby give notice of our agreement concerning

the sale of the following products: [product name]*

the provision of the following digital content: [Digital Content Designation]*.

the provision of the following service: [indication of service]*,

revoked/cancellation*

- Ordered on*/received on* [date of order in case of services or receipt in case of products]

- [Consumer(s) Name]

- [Consumer address(es)]

- Consumer(s)' signature (only if this form is submitted on paper)

* Strike out what does not apply or fill in what is applicable.