

# Terms & Conditions

## 1. General Provisions

Terms & Conditions apply to the purchase in the internet shop [www.ballthrowersfordogs.com](http://www.ballthrowersfordogs.com), [www.hundballwurfmaschine.de](http://www.hundballwurfmaschine.de), [www.loptaprepsa.sk](http://www.loptaprepsa.sk) and within its sub-pages. The purpose of these Terms & Conditions is to define and clarify the rights and obligations of the seller (supplier) on the one hand and the buyer (customer, consumer), on the other hand.

Seller and operator of the internet shop is company NENA DOG s.r.o., Šustekova 4, 851 04 Bratislava, Slovak Republic, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, insert No: 85447/B, CRN: 46 912 991, VAT Number: 2023644216, SK VAT Number: SK2023644216.

All contractual relationship between the seller and buyer are closed in accordance with the laws of the Slovak Republic. Sales contracts concluded within electronic commerce shall be governed by the relevant provisions of Act No. 22/2004 Coll. on electronic commerce. If a consumer is a contractual party, the legal relations, which are not governed within terms and conditions [loptaprepsa.sk](http://loptaprepsa.sk) are governed by Act No. 40/1964 Coll.; Civil Code, as amended, Act No. 250/2007 Coll. on Consumer Protection Act, as amended and by Act No. 102/2014 Coll. on Consumer Protection in Door-to-Door and Distance Selling, as amended.

## 2. Terms definitions

**The Customer Contract** – Contract of Sale if the parties are, on the one hand the contractor, and on the other hand, consumer who couldn't influence the content of the Draft Contract performed by supplier.

**Seller (supplier)** – Person, who acts in concluding and performing of the Contract acts as part of its trade or business. It is the entrepreneur who offers or sells to a consumer products or services and also an entrepreneur who directly or through other entrepreneurs supplying the product for the Buyer.

**Consumer (buyer, customer)** – natural or legal person who buys goods or uses services for personal use or for members of his household, and who, within concluding and performing of the Customer Contract does not act within the scope of his trade or business activity.

**Terms & Conditions** – contractual provisions agreed between buyer and seller in this document. The buyer at the time of dispatch of his order confirms that he agrees with these terms and conditions which are valid at the time of dispatch of the order and they bind him during closing of the Contract of sale. Buyers by submitting of his order confirms that before realization of his purchase order was familiar with the terms and conditions and unconditionally agrees and knows the terms and conditions.

## 3. Way of the Closing of the Contract of Sale

The Contract of sale is closing by mandatory acceptance of the proposal for conclusion a Contract of sale by the seller in the form of:

- e-mail message sent by the buyer to the seller
- completing and submitting the form by buyer on the seller's website
- Telephone Order of the buyer to the seller (hereinafter the "Order").

Binding acceptance of the buyer's Order by the seller is the telephone or email confirmation by the seller to the buyer to accept subject of the Order before an acceptance of the Order by the buyer and after verification of availability and delivery date of the goods desired by the buyer identified as "order confirmation". Automatically executed notification on receiving of the Order to the

electronic system vendor shall not be deemed binding acceptance of the Order. Binding acceptance of the Order contains data about the name and specification of goods which is subject of the Contract of sale, next details on the price of goods and/or other services, name and address of the buyer, respectively address where the goods are to be delivered and price data, way of transport of the goods to the named place of delivery to the buyer, or other data.

## 4. Seller's Obligations

### The Seller undertakes to deliver:

- The kind and quantity of goods in the purchase price and payment terms that apply at the date of dispatch of the Order, except of manifest mistakes and in the case of substantial change of the price of goods.
- Goods in suitably package in order to prevent its damage during transportation. Goods are always shipped out insured. We request the carrier to solve and bear the costs related to the damages of the shipment, if caused by the courier.

### We aren't responsible for:

- Late delivery goods caused by courier service.
- Late delivery goods caused by incorrect address given by the receiver.
- The choice of the buyer. If, after receiving of the shipment, the buyer finds that the goods do not meet his ideas. These goods we cannot consider as entitled complaint.

## 5. Buyer's Obligations

### Buyer undertakes:

1. Take over the ordered goods, check the integrity of packages and in case of any defects he immediately notifies to the Seller.
2. Pay for the goods the purchase price and in sense of the terms of payment conditions valid on the date of dispatch of the order.

## 6. Cancellation of the Order

The Order can be cancelled free of charge at any time before dispatching of goods. Cancellation of the Order may be executed by sending all data from the Order to the Email address: [info@hundballwurfmachine.de](mailto:info@hundballwurfmachine.de) OR [order@ballthrowerfordogs.com](mailto:order@ballthrowerfordogs.com)

## 7. Withdrawal from the Contract

In accordance with provision of § 7 par 1 of the Act No. 102/2014 Coll. on Consumer Protection in Door-to-Door and Distance Selling in force, as amended, the consumer is entitled to cancel the Contract within 14 days from receipt of goods without giving a reason. The Purchaser is entitled to withdraw from the purchase contract concerning purchase of goods even before withdrawal period. The consumer shall inform the Seller on its claim to withdraw from the Contract and agree on the method of the warranty claim solving and provide the address where the goods are to be returned. **This can be done by the email or the consumer may fill in the contract withdrawal form.**

Goods must be sent back no later than the 14th day after the date of delivery to the address in Austria: Zuzana Kracalik, Landstrasse 40/8/7, Kittsee 2421, Austria or to the address NENA DOG s.r.o., Sustekova 4, Bratislava 851 04 Slovakia

Company NENA DOG s.r.o. shall not be liable for any damages caused by the reverse delivery including the loading in and unloading of the goods. Therefore, we recommend you insuring the goods for this purpose. The consumer is required to send back the goods at his own expense. By withdrawal from the Contract, the Contracting Parties are required to repay each other provided performances. In case if the consumer has already taken over the ordered goods, he has a duty to return goods in the original undamaged package. In the case if the consumer returns damaged goods or partially used or in a state that is not corresponding to the state in which the seller sent it, he notes that the seller is authorized to obtain a payment for any resulting damage, which the seller is obliged to prove, to deduct from the amount paid by consumer for the ordered goods. The consumer is obligated during withdrawal to provide the contact data and account number at which to be reimbursed sum for the goods ordered, which was paid by the seller. The Seller undertakes to reimburse the paid sum, respectively the sum reduced by the damage suffered immediately after receiving of the returned goods (up to 14 days). **The contract withdrawal form is in the section Information on the web page NENA DOG.**

## **8. Withdrawal from the contract in pre-order**

The Buyer is entitled to withdraw from the contract, subject of which is the delivery of the goods in pre -order in line with Section 6 and 7 of these Terms & Conditions.

## **9. Responsibility for any Mistakes, Warranty and Complaint**

### **9.1 Introductory provisions**

NENA DOG s.r.o. (hereinafter referred to as "Seller") hereby by the Complaint Procedure in accordance with § 18 par.1 of the Act. No. 250/2007 on Consumer Protection, as amended, properly inform the consumer (hereinafter referred to as "Customer" or "Buyer") about the conditions and arrangements for the exercise of rights from liability for defects (hereinafter "Complaint"), including data of where claims can be filed on the implementation of the guarantee corrections.

The Complaint Procedure is issued in accordance with the Act No. 40/1964 Coll. Civil Code, as amended (hereinafter referred to as the acronym "CC"), Act No. 250/2007 on Consumer Protection (hereinafter referred to as the acronym "CP"), as well as other generally binding legal regulations of the Slovak Republic.

This Complaint Procedure is published in accordance with § 18 par. 1 CP on web page [www.hundballwurfmaschine.de](http://www.hundballwurfmaschine.de), [www.ballthrowerfordogs.com](http://www.ballthrowerfordogs.com), [www.loptaprepsa.sk](http://www.loptaprepsa.sk)

### **9.2 Liability for Defects of Sold Goods**

The Seller is responsible for the defects of the goods sold on receipt by the buyer (§ 619 par 1 of CC). In the case of used items, he isn't liable for defects caused by their use or wear. In the case of items sold at a lower price, he isn't liable for defects for which was negotiated lower price. The guarantee period is 24 months. If on the purchased item, its packaging or instructions attached to it is indicated period of use, the guarantee period will not end before that time. If it is a used article, the guarantee period is 12 months. The time from application of the right of liability for defects until the time when Buyer took over the item after repair, is not on the account of the guarantee period. In case of the exchange of goods, the warranty period starts to run again from the receipt of new goods.

The right from liability for defects in the goods covered by the warranty period lapses if not applied within the warranty period (§ 626 par 1 of CC). If it is a used item, the rights from liability for defects extinguished, unless applied within 24 months from the date of receipt by the Buyer or used items to the period for which the Seller and the Buyer have agreed pursuant to § 620 par 2 CC.

### 9.3 Claiming of the Rights from Liability for Defects (complaints)

The Buyer exercises the right of repairing directly at the Seller. **Rights from liability for defects shall be claimed by filling in the Claim Protocol, which can be found on the Nena Dog web page or by eMail [info@hundballwurfmaschine.de](mailto:info@hundballwurfmaschine.de) or [nenadog@nenadog.sk](mailto:nenadog@nenadog.sk)** If the defect can be removed, the Buyer has the right it to be removed free of charge, timely and properly. The Seller is obliged to remove the defect without undue delay. Most of the claims can be solved very quickly by sending (for no fee) of a spare part so the first communication between the Seller and the Buyer is very important.

Other rights from liability for defects, i.e. right to exchange goods, the right to withdraw from the purchase agreement (money back) and the right to an adequate discount the Buyer applies directly at the Seller.

The Seller or a designated employee for customer service has a duty to dispose with the complaint immediately, in complicated cases within 3 working days. This period doesn't include the time required for expert assessment of defects. Carrying out of the complaint shall not take longer than 30 days (§ 18 par 4 of CP).

The Seller has a duty in case of the application a claim to issue to client a confirmation (§ 18 par 5 of CP). A copy of the Complaints Protocol is this confirmation. If the Claim is exercised by means of remote communication, the Seller has a duty to immediately confirm the application of the Complaint by the consumer; if he cannot confirm it immediately, the confirmation must be delivered without delay, at the latest, together with proof of settlement of the Claim; confirmation of the Claim submission may not be served, if the consumer has the opportunity to demonstrate a Complaint otherwise.

The Seller has an obligation to issue a written document concerning to Complaint within 30 days of the date of the Claim (§ 18 par 9 of CP). This written document is a copy of the Complaints Protocol with filled boxes determined for settlement of the Claim, a letter containing a written notice of the settlement of the claim, e-mail message with a confirmation of transmission and receipt by the customer or SMS message containing information about a complaint - the written confirmation of the dispatch.

The Seller is obliged to keep records concerning to the relevant Complaints and submit it at the request of the supervisory authority for consultation. The complaint records must contain information about the date of the claim, the date and method of complaint and the serial number of the document on the application of the claim.

#### General Terms and Conditions of Complaints

When submitting a Claim for goods:

- It is necessary submit a proof of purchase, or otherwise through any doubt prove that the goods were purchased from the Seller.
- It is necessary that the goods meet all other conditions for warranty claim listed in the Warranty Sheet (physically undamaged, unopened, unused not even partially, intact seals etc.).

### 9.4 How to Make a Complaint

**Rights from liability for defects shall be claimed by filling in the Claim Protocol, which can be found on the Nena Dog web page.** If the defect can be removed, the Buyer has the right it to be removed free of charge, timely and properly. The Seller is obliged to remove the defect without undue delay. Most of the claims can be solved very quickly by sending (for no fee) of a spare part so the first communication between the Seller and the Buyer is very important.

The Buyer can instead of removing of the defect to require replacement of the goods, or if the defect concerns only to a part of the goods, the exchange of relevant components if it does not result in unreasonable costs for the Seller and for the price of goods or severity of defect (§ 622 par 2 of CC).

The Seller can always instead of removing of the defects to replace defective goods in perfect, if it doesn't cause serious difficulties for the Buyer (§ 622 par 3 of CC).

If the defect cannot be removed and the defect prevents to the item that could properly be used as a thing without defects, the Buyer has the right to exchange the things or have the right to withdraw from the Contract. The same rights belong to the Buyer, although in the case of removable defects, however, if the Buyer isn't, due to repeated occurrence of the same defect or a greater number of defects, able to use the thing by properly way. For the repeated occurrence of the same defect is considered an occurrence of the same defects during third time after at least two previous repairs.

In the case of other irremovable defects, the Buyer has a right for a reasonable discount on the relevant item.

If the Seller cannot settle Claim within 30 days, the Buyer has the same rights as if it were a removable defect (§ 18 par 4 of CP), i.e. right to exchange goods or refund (withdrawal).


If the Buyer has the right to exchange the goods or the right of withdrawal (refund) depends on the Buyer, which of these rights will exercise. However, as soon as he selects one of these rights cannot have those choices it unilaterally change it.

Right from liability for defects shall apply only to the Seller at who the item was purchased. The entrepreneur designed for repair has a duty to take place it within a period that was agreed between the Seller and the Buyer, when the item was sold.

## 10. Terms of Payment

In the Online-shop [www.loptaprepsa.sk](http://www.loptaprepsa.sk) the Buyer can pay the purchase price in this way:

**Cash on Delivery (Slovak Republic)** - the most common method of payment. On takeover of goods you'll pay money to the courier.

**Bank transfer order (all countries)** - after receiving your order, a confirmation of the order shall be generated automatically where the bank account number shall be stated. The specific symbol is the number of the order. You'll pay for goods, in advance to our bank account conducted in the Bank named: Slovenská Sporiteľňa.  IBAN: SK4509000000005035522557 BIC: GIBASBXX

After receipt of your payment we send the goods, and at the same time we'll inform you of the time when the consignment arrives.

In the case if the order is not paid within seven days of exposure, the Seller has the right to cancel the Order.

**PayPal (all countries)** – After receipt of payment to our PayPal account we'll immediately dispatch goods (Order up to 11.00 a.m.) or at the latest the next day. Saturday, Sunday and holidays aren't working days.

**By credit card through the Internet banking** – After receipt of payment to our PayPal account we'll immediately dispatch goods (Order up to 11.00 a.m.) or at the latest the next day. Saturday, Sunday and holidays aren't working days.

## 11. Terms of Delivery

Time of delivery begins on the date of receiving of the binding Order, which contains all necessary data for its execution. Goods which we have in stock, is sent by courier service within 24 hours of Order confirmation to the address where the Order was received, until 11:00 a.m. the same day. In the case if the goods aren't in stock, we have determined different availability for each product. **In the case if you pay the goods, in advance, time starts to run from the date of receipt of the relevant sum on account of the supplier.**

Online shop [www.loptaprepsa.sk](http://www.loptaprepsa.sk) distributes its products through:

- **Courier service (for parcels over 3 kg)** – We are shipping the goods in Slovakia within 5-working days but in Bratislava and its surroundings within 48 hours from the date of dispatch of the goods. We are shipping the goods to EU countries in range 3-10 working days. For countries outside of the EU are not included customs duties, or the time required for customs clearance of

consignments. A customer who chooses this type of transport should reside at the time of delivery at the address stated in the Order (this is the most appropriate mode of transport if you want to deliver the goods to the office or workplace). In the case if you will not catch by courier on the shipping address, courier will contact you by phone and arrange with you next procedure.

- **Post-Office (for parcels up to 3 kg)** – Terms of Delivery in 3-10 working days for the whole of Europe. For countries outside of the EU are not included customs duties, or the time required for customs clearance of consignments.

**To the countries Norway, Russia, Switzerland, Liechtenstein, Iceland and EUR islands we deliver only via Post Office.**

## 12. Costs of the Delivery

In accordance with clause 11 of these commercial terms, the Seller shall be entitled to require in addition to the purchase price a delivery fee amounting to 9.00 € incl. VAT. Should the value of the Order exceed 49€ incl. VAT, the delivery costs shall be borne by the Seller. The purchase price for goods ordered by the customers based in the non EU countries does not include VAT, custom payments or any other payments. Such payments shall be borne by the customer, as applicable in the local legislation of such country. For some European islands e.g. Iceland, Isle of Man, Guernsey and Jersey, Malta or the Faroe Islands is charged an additional shipping charge 20€. Please be aware of this fact and inform yourself about the exact shipping fee before ordering via email.

## 13. Personal Data Protection

The Buyer placing an order giving consent to processing pursuant to Act No.122/2013 Coll. on Personal Data Protection, as amended.

The processor processes the personal data of the customers for these purposes:

- a) Handling and fulfilment of the order, issuance of the taxation documentation and management of the warranty claims in the Nena Dog e-shop
- b) Marketing – sending of the newsletters to the e-mail address

The approval with the processing of the personal data for the marketing purposes shall be granted for the indefinite period and you are entitled to revoke such approval at any time in writing by sending an email.

Your personal data may be further provided to third parties and to intermediaries, i.e. the Persons cooperation with the processor, for example carrier and courier companies. The up-to-date list of these companies is as follows:

- Geis Parcel SK s.r.o., Trňanská 6, 960 01 Zvolen, Slovakia, ID no.: 46489592, company registered with the District Court of Banská Bystrica, File no.: 21503/S
- Direct Parcel Distribution SK s.r.o., Technická 7, 821 04 Bratislava, Slovakia, ID no.: 35834498, registered with the District Court of Bratislava I, File no.: 26367/B

## 14. Alternative Dispute Resolution

14.1 The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

14.2 The trader is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.

As of: APRIL 2020