

1. General provisions

The following commercial and complaint conditions govern the rights and obligations of the contracting parties arising from the purchase contract concluded between the seller: **TONFLY, s.r.o., ID: 46 057 099, Cintorínska 29/18, Partizánske 958 03, registered in the Commercial Register of the Trenčín District Court, section: s.r.o. , insert number: 24158/R** (hereinafter referred to as "seller") and the buyer. The subject of this contract is the purchase and sale of goods on the seller's e-commerce website.

Contact details of the seller:

TONFLY, s.r.o., ID number: 46 057 099, Cintorínska 29/18, Partizánske 958 03, registered in the Commercial Register of the Trenčín District Court, section: s.r.o. , insert number: 24158/R

VAT number: 2023208836

VAT number: SK2023208836

Operation: Cintorínska 29/18, Partizánske 958 03

Phone: +421 38 748 7070

Email: info@tonfly.com

Supervisory authority:

Slovak Trade Inspection (SOI)

Inspectorate of the SOI for the Trenčín Region

Hurbanova 59, 911 01 Trenčín

Department of Supervision

tn@soi.sk

tel. no. 032/640 01 09

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<http://www.soi.sk>

<http://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti.soi>

1.1. These commercial and complaint terms and conditions in the wording valid on the day of conclusion of the purchase contract are an integral part of the purchase contract. In the case of concluding a purchase contract in written form, in which the terms and conditions deviating from these commercial and complaint conditions will be agreed, the provisions of the purchase contract will take precedence over these commercial and complaint conditions. The newly agreed terms and conditions must not be in conflict with other legal regulations (shortening the period for returning goods, warranty period, etc.)

1.2. For the purposes of these terms and conditions of sales and complaints, a supplementary contract is understood as a contract in which the buyer acquires goods or is provided with a service that is related to the subject of the given purchase contract, as long as the goods are delivered or the service is provided by the seller or a third party based on their agreement.

1.3. The displayed purchase price for the goods on the e-commerce website, which is operated by the seller, **does not include value added tax**, shipping costs, customs duties or other costs or fees such as for example special packaging and marking of products, permits, certificates, customs declarations and registrations. Any additional charges are the buyer's responsibility.

When selling goods to an EU member country, including Slovakia, VAT is added to the price in the amount according to the applicable legislation.

When selling goods to a person identified for VAT within the EU, VAT is not invoiced. Persons identified for VAT from EU countries will state the VAT payer's identification number when sending the order.

When selling goods to persons not identified for VAT within the EU, VAT is invoiced to the price of the goods in accordance with applicable legislation.

When selling goods to customers who reside or have a registered office outside the EU, the goods are exempt from VAT.

1.4. The seller has the right to adjust the selling price of the goods, which is listed on the website of the electronic store, in the seller's business at any time. Such a change does not apply to purchase contracts concluded before the price change, regardless of the fact that the goods have not yet been delivered.

2. Method of concluding the purchase contract

2.1. The purchase contract is concluded exclusively on the basis of a proposal sent by the buyer to the seller in the form of a completed and sent form through the configurator via the website of the seller to whom he sent the proposal for its conclusion. An order that is not sent via the website will not be accepted.

The subject of the contract is the transfer of the ownership right to the goods marked by the buyer for the purchase price and under the conditions specified in this order (hereinafter referred to as the "order").

2.2. After sending the order, an automatically generated message about the receipt of the order will be sent to the e-mail address in the electronic system of the seller (hereinafter referred to as "order delivery confirmation"). If necessary, it is possible that all additional information regarding the buyer's order can be sent to the e-mail address of the buyer.

2.3. The confirmation of delivery of the order contains information that the order has been delivered to the seller, but it is not an acceptance of the proposal to conclude a purchase contract.

2.4. Subsequently, information will be sent to the buyer's e-mail address, which contains a notification about whether the buyer's order has been accepted (hereinafter referred to as "order acceptance"). The content of the order acceptance is the name and specification of the goods, the sale of which is the subject of the purchase contract, information on the price of the goods and/or other services, information on the probable delivery time of the goods, the name and information on the place where the goods are to be delivered and information on the conditions, method the price and date of transportation of the goods to the agreed place of delivery for the buyer, further information about the seller such as business name, registered office, ID number and the like. The notification may also contain other necessary data.

2.5. The purchase contract is concluded upon delivery of the order acceptance in electronic or written form.

2.6. Before sending the order, the seller informed the buyer in a clear, unequivocal, comprehensible and unmistakable way about the pre-contractual information regarding complaints, payment, business, transport and other conditions by:

- a) informed about the main characteristics of the goods or the nature of the service to the extent appropriate to the used means of communication and the goods or service on the relevant catalog page of the seller's e-commerce,

- b) informed about the seller's business name and address on the relevant subpage of the seller's e-commerce and in Art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,
- c) about the seller's telephone number and about other data that are important for the buyer's contact with the seller, especially his e-mail address and fax number, if he has informed them on the relevant subpage of the seller's e-commerce and in Art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,
- d) the address of the seller, where the buyer can make a claim for goods or services, file a complaint or other initiative, was informed in art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,
- e) about the total price of the goods or services, including value added tax and all other taxes, or if, due to the nature of the goods or services, the price cannot reasonably be determined in advance, the way in which it is calculated, as well as the costs of transport, delivery, postage and other costs and charges , or, if these costs and fees cannot be determined in advance, the fact that the buyer will be obliged to pay them is reported on the relevant catalog page of the seller's electronic store,
- f) about the payment conditions, delivery conditions, the period by which the seller undertakes to deliver the goods or provide the service, about the information on the procedures for applying and handling claims, complaints and suggestions, the buyer has been informed in the relevant articles of these commercial and complaint conditions, which are located on the relevant sub-page the seller's electronic store,
- g) on information about the right of the buyer to withdraw from the purchase contract, on the conditions, period and procedure for exercising the right to withdraw from the contract, informed in art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,
- h) about the provision of a form for withdrawing from the purchase contract informed in art. 10 and in the appendix of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store; at the same time, the seller provided the form for withdrawal from the purchase contract in the annex to these terms and conditions, which are located on the relevant subpage of the seller's e-commerce
- i) on the information that if the buyer withdraws from the purchase contract, he will bear the costs associated with returning the goods to the seller according to § 10 par. 3 of Act No. 102/2014 Coll . on consumer protection when selling goods or providing services on the basis of a contract concluded at a distance or a contract concluded outside the seller's premises and on the amendment of certain laws (hereinafter referred to as the "Act on Consumer Protection in Distance Selling"), and if he withdraws from the purchase contract the costs of returning the goods, which, due to their nature, cannot be returned via post, informed in art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,
- j) on the buyer's obligation to pay the seller the price for the actually provided performance according to § 10 par. 5 of the Act on Consumer Protection in Distance Selling, if the buyer withdraws from the service contract after giving the seller express consent according to § 4 par. 6 of the Act on Consumer Protection in Distance Selling informed in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,
- k) about the circumstances under which the buyer loses the right to withdraw from the contract informed in art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,
- l) on instruction on the seller's responsibility for defects in goods or services according to section § 622 and 623 of the Civil Code informed in Art. 8 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,
- m) on the existence and details of the guarantee provided by the manufacturer or the seller according to stricter principles than established by section § 502 of the Civil Code, if the manufacturer or seller provides it, as well as information on the existence and conditions of assistance and services provided to the buyer after the sale of goods or the provision of services, if such assistance is provided, is provided on the relevant catalog page of the seller's electronic store and Art. 9 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,

- n) about the existence of relevant codes of conduct, which the seller has undertaken to comply with, and about the way in which the buyer can familiarize himself with them or obtain their wording, on the relevant catalog page of the seller's electronic store,
- o) on the duration of the contract, if it is a fixed-term contract; if it is a contract concluded for an indefinite period or if it is a contract in which its validity is automatically extended, information about the terms of termination of the contract is also provided on the relevant catalog page of the seller's electronic store and in these terms and conditions of business and complaints, which are located on the relevant sub-page of the electronic store seller's store,
- p) about the minimum duration of the buyer's obligations arising from the purchase contract, if the purchase contract implies such an obligation for the buyer, he informed on the relevant catalog page of the seller's electronic store and in these terms and conditions of business and complaints, which are located on the relevant sub-page of the seller's electronic store,
- q) about the buyer's obligation to pay an advance payment or provide other financial security at the seller's request and about the conditions that apply to its provision, if the purchase contract results in such an obligation for the buyer, he informed on the relevant catalog page of the seller's electronic store and in these terms and conditions of business and complaints, which are placed on the relevant subpage of the seller's e-commerce,
- r) about the functionality, including the applicable technical protection measures to secure the electronic content, if appropriate, informed on the relevant catalog page of the seller's e-shop and in these business and complaint conditions, which are located on the relevant sub-page of the seller's e-shop,
- s) about the compatibility of electronic content with hardware and software, which the seller knows about or it is reasonable to expect that he knows about them, if appropriate, he informed on the relevant catalog page of the seller's e-shop and in these business and complaint conditions, which are located on the relevant sub-page of the e-shop seller,
- t) about the possibility and conditions of resolving the dispute out of court through the system of alternative dispute resolution, if the seller has undertaken to use this system, he has informed on the relevant catalog page of the seller's e-shop and in these terms and conditions of business and complaints, which are located on the relevant sub-page of the seller's e-shop,
- u) about the necessary actions to conclude a purchase contract by describing these necessary actions in these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,
- v) about the fact that the purchase contract will be stored in electronic form with the seller and is available to the buyer after the buyer requests it in writing, informed on the relevant catalog page of the seller's e-shop and in these business and complaint conditions, which are located on the relevant sub-page of the seller's e-shop ,
that the language offered for the conclusion of the contract is English was informed on the relevant catalog page of the seller's e-shop and in these business and complaint conditions, which are located on the relevant sub-page of the seller's e-shop.

2.7. If the seller has not fulfilled his information obligation according to point 2.6. letter e) of these business and complaint conditions, the buyer is not obliged to pay these additional costs or fees.

3. Rights and obligations of the seller

3.1. The seller is obliged to:

- a) in the case of confirmation of the order in the form of acceptance, the seller is obliged to deliver the goods to the buyer in the agreed quantity, term, and quality, and to package and ensure transportation in a manner necessary for its preservation and protection,
- b) ensure that the delivered goods comply with the applicable legal regulations of the Slovak Republic,

c) send a confirmation of the conclusion of the purchase contract on a permanent medium, such as e-mail. The confirmation must be sent without delay and must contain all the information listed in 2.6.

d) at the latest, together with the goods, hand over to the buyer in electronic or written form all the necessary documents for taking over and using the purchased goods, as well as other documents that are prescribed by the valid legal regulations of the Slovak Republic, such as instructions, delivery note and tax document (invoice).

3.2. The seller has the right to proper and timely payment of the purchase price by the buyer for the delivered goods. **The ordered goods are paid for in advance.**

The acceptance of the goods order by the seller and thus the conclusion of the purchase contract takes place on the basis of a written electronic confirmation of receipt of the order and by sending an advance invoice to the buyer.

3.3. In case of unavailability of the goods or sold out of stock, the seller is unable to deliver the goods to the buyer within the period agreed in the purchase contract, determined by these commercial and complaint conditions or for the agreed purchase price, it is the seller's obligation to offer the buyer a substitute performance, or the possibility of withdrawing from the purchase contract for the buyer (order cancellation). Withdrawal from the purchase contract or cancellation of the order is possible by sending an e-mail to the buyer. In case of payment of the purchase price by the buyer or part of it, it is the seller's obligation to return all payments and thus the already paid purchase price or part of it, including the costs of transport, delivery and postage and other costs and fees within 14 days from the date of delivery of the e-mail withdrawal from the purchase contract or cancellation of the order to the buyer on the account designated by him, unless the parties agree otherwise. If the buyer does not accept the substitute performance offered by the seller and does not withdraw from the purchase contract, the seller is entitled to withdraw from the purchase contract. In the case of payment of the purchase price by the buyer or part of it, the seller is obliged to return the already paid purchase price or part of it within 14 days from the date of delivery of the withdrawal from the purchase contract to the buyer.

4. Rights and obligations of the buyer

4.1. The seller notified the buyer of the obligation to pay the purchase price in advance. This obligation is part of the order.

4.2. Buyer's rights: The buyer has the right to deliver the goods in the quantity, quality, date and place agreed by the contracting parties.

4.3. Obligations of the buyer:

a) pay the pre-agreed purchase price to the seller within the agreed due date, including costs for delivery of the ordered goods,

b) take over the goods that were ordered and delivered

c) confirm receipt of the goods with his signature or the signature of a person authorized by him.

4.4 Cancellation of the order by the buyer:

The buyer has the right to cancel the order without giving a reason at any time before its binding confirmation by the seller. After the binding confirmation and payment of the order, he has the right to cancel the order only if the seller does not fulfill the agreed terms of delivery, even within the additionally agreed period. In case of cancellation of the confirmed order, the buyer is obliged to reimburse the seller for the damage caused by this transaction. The seller will exercise the right to compensation for damages, especially in the case of the purchase of custom-made goods, which were procured or manufactured at the customer's request, or in cases where demonstrable costs have already been incurred in connection with securing the goods. In the event of cancellation of a custom-made order, a minimum administrative cancellation fee of EUR 45 shall be charged. The cancellation fee may amount to up to 50% of the total price of the goods.

4.5 If the buyer requests any additional changes to the configuration after the order has been sent, the seller will carry out the said modifications only after binding confirmation and payment of the order.

5. Delivery, payment terms and methods of delivery

5.1. For each product on the e-commerce website, the usual availability of the product is indicated.

5.2. The seller is obliged to deliver the goods within the period according to the purchase contract.

5.3. The seller is entitled to invite the buyer to take over the goods even before the expiry of the deadline for the delivery of the goods agreed in the purchase contract.

5.4. The buyer's obligation is to take over the goods at the agreed place, according to the purchase contract or in another way, before the delivery of the goods (hereinafter referred to as "place"). The buyer is obliged to take over the goods within the time period agreed by the seller or his representative, authorized to deliver the goods, and the buyer in the purchase contract or in another way before the delivery of the goods (hereinafter referred to as the "**Time Range**").

5.5. If the seller delivers the goods to the buyer at the place and within the time frame, it is the buyer's duty to take over the goods personally or to ensure that a person authorized by the buyer takes over the goods. The buyer is obliged to sign the protocol on the payment of the purchase price, on the delivery and handing over of the goods. The duty of the third party authorized to take over the goods is to submit a copy of the order acceptance to the seller. The moment the goods are delivered to the buyer, the goods are considered delivered. Delivery of the goods to the buyer means the delivery of the goods to the Location, their acceptance by the buyer or a third party authorized by the buyer and the signing of the protocol on payment of the purchase price and delivery and handover of the goods by the buyer or a third party authorized by the buyer -

5.6. If it is necessary to repeat the delivery of the goods due to the absence of the buyer at the place and in the time frame, or if the buyer does not take over the goods within 7 days after the futile expiration of the time frame, without prior written withdrawal from the purchase contract, the seller is entitled to compensation in the amount of the actual costs for the damage incurred for an unsuccessful attempt to deliver the goods to the place.

5.7. The buyer's duty is to check the received shipment, the packaging of the goods and the goods immediately after delivery in the presence of the seller's representative, for example a courier. If a defect in the goods is detected, it is the duty of the seller's representative to allow the buyer to make a record of the

nature and extent of the defect in the goods, the correctness of which will be confirmed by the seller's representative. With the record made in this way, delivered to the seller, the buyer can refuse to accept the delivered goods with a defect or confirm the delivery of the goods with a defect, and subsequently in accordance with Art. 8 of these terms and conditions of business and claims, to apply for a claim for product defects with the seller or a person designated by him. If the buyer refuses to take delivery of the delivered goods with defects, the seller shall bear all costs incurred to return the goods to the seller.

5.8. In the event of non-delivery of the goods by the seller, the buyer is entitled within the period specified in point 5.2. of these terms and conditions to withdraw from the purchase contract, and the seller is obliged to return the already paid purchase price or part of it to the buyer within 14 days from the moment of delivery of the withdrawal from the purchase contract. Funds will be transferred to a bank account designated by the buyer.

5.9 Methods of delivery

Methods of delivery of goods mediated by the seller:

personal collection at the establishment
courier company

All transport methods and goods delivery services are listed on the seller's website.

https://www.tonfly.com/docs/Shipping_Charges.pdf

6. Purchase price

6.1. The purchase price for the goods, which was agreed upon in the purchase contract between the buyer and the seller, is stated in the acceptance of the order - in the advance invoice (hereinafter referred to as "purchase price"). In the event that the purchase price indicated in the order delivery confirmation is higher than the price for identical goods indicated in the e-commerce offer at the time the order is sent to the buyer, the seller will deliver to the buyer an electronic message with information on the offer of a new purchase price in a different amount, which is considered the seller's proposal for the conclusion of a new purchase contract, which must be explicitly confirmed by the buyer by e-mail or in writing in order for the purchase contract to be validly concluded.

6.2. The buyer is obliged to pay the seller the purchase price, including the costs of delivery of the goods, in advance on the basis of an advance invoice.

Payment methods:

1. payment card
2. non-cash transfer to the seller's account, specified in the advance invoice
3. payment via PayPal account

Attention: To be able to make a payment in this form, you must have a PayPal account .

6.3. When paying the purchase price by non-cash transfer to the seller's account, the moment when the entire purchase price was credited to the seller's account is considered the day of payment.

6.4. The buyer's obligation is to pay the seller the purchase price for the agreed goods in advance within the deadline according to the purchase contract.

6.5. The Seller is entitled to refuse delivery of the goods to the Buyer if the Buyer does not pay the Seller the full purchase price by the time the goods are delivered to the Site.

6.6. Assembly, delivery of goods and related costs are not included in the purchase price and the seller is not obliged to provide these services to the buyer.

7. Acquisition of ownership and passing of the risk of damage to the goods

7.1. The buyer acquires ownership of the goods only after full payment of the purchase price for the goods.

7.2. The moment the goods are taken over by the buyer or a third person authorized by the buyer from the seller or his representative, who is authorized to deliver the goods, or if he does not do so in time, then at the time when the seller allows the buyer to handle the goods and the buyer does not take over the goods, the risk of damage to the goods passes to him.

8. Complaints procedure (warranty, liability for defects, complaints)

8.1. The buyer has the right to have the defect removed free of charge, in a timely and proper manner, in respect of a defect in the goods that can be removed. It is the seller's duty to remove the defect without undue delay.

8.2. Instead of removing the defect, the buyer can demand the replacement of the goods, or if the defect concerns only a certain part of the goods, the replacement of this part, unless the seller incurs disproportionate costs due to the price of the goods or the severity of the defect.

8.3. The seller can always exchange defective goods for goods without defects, as long as this does not cause serious difficulties for the buyer.

8.4. If it is a defect in the goods that cannot be removed and which prevents the goods from being properly used as a defect-free item, the buyer has the right to exchange the goods or withdraw from the purchase contract. The same rights belong to the buyer if the defects can be removed, but if the buyer cannot properly use the goods due to the reappearance of the defect after repair or due to a larger number of defects.

8.5. In case of other irreparable defects, the buyer has the right to a reasonable discount from the price of the goods.

8.6. The seller has informed the buyer about his rights, which follow from paragraph . § 622 of the Civil Code (items 8.1. to 8.3. of these commercial and complaint conditions) and the rights that arise from section

. § 623 of the Civil Code (points 8.4 to 8.5 of these terms and conditions of business and complaints) by placing these terms and conditions of business and complaints on the relevant subpage of the seller's electronic store and the buyer had the opportunity to read them before sending the order.

8.7. The buyer is obliged to file a claim with the seller. Before sending the goods for a claim, please inform us by email about sending the claimed goods.

Please send the claimed goods to the seller's address:

TONFLY sro, Cintorínska 29/18, 958 03 Partizánske - SLOVAKIA

8.8. The handling of complaints is subject to the valid complaint procedure of the seller, i.e. Art. 8. of these commercial and complaint conditions. The buyer was properly familiarized with the complaint procedure and informed about the conditions and method of complaining about the goods, including information on where the complaint can be made, and about the performance of warranty repairs in accordance with clause . § 18 par. 1 of Act no. 250/2007 Z . from. on consumer protection and on the amendment of Act of the Slovak National Council No. 372/1990 Coll. on offenses as amended (hereinafter referred to as the " Law ") at the time before the conclusion of the purchase contract by placing these terms and conditions on the relevant subpage of the seller's e-commerce and the buyer had the opportunity to read them before sending the order.

8.9. Goods purchased by the buyer from the seller in the form of an electronic store on the website of the seller's electronic store are subject to the complaint procedure.

8.10. If the goods have defects for which the manufacturer, supplier or seller is responsible, are covered by a warranty and were purchased from the seller, the buyer has the right to claim responsibility for the goods' defects from the seller.

8.11. If the goods show defects, the buyer has the right to file a claim at the seller's establishment in accordance with section § 18 par. 2 of the Act by delivering the goods to the seller's place of business and delivering to the seller an expression of the buyer's will to exercise his right according to points 8.1. until 8.5. these business and complaint terms and conditions (hereinafter referred to as the "Complaint Application Notice"), e.g. in the form of a completed complaint form, which is located on the relevant subpage of the seller's electronic store. The seller recommends insuring the goods when sending them for a claim. The seller does not accept cash on delivery shipments. The buyer is obliged to truthfully state all the required information in the Notice of Application of Complaint, in particular to indicate precisely the type and extent of the defect in the goods; the buyer will also indicate which of his rights arising from paragraph . § 622 and 633 of the Civil Code applies
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8.12. The complaint procedure regarding the goods that can be delivered to the seller begins on the day when all the following conditions are fulfilled cumulatively:

- a) delivery of the notice of claim application to the buyer, seller
- b) delivery of the claimed goods from the buyer to the seller or a designated person
- c) delivery of access codes, passwords, etc. to the claimed goods to the seller, if these data are necessary for the proper processing of the claim .

8.13 The seller is not responsible for defects corresponding to the wear and tear of the goods caused by their usual use, nor for defects arising as a result of non-observance of the instructions given in the instructions for the maintenance of the goods, especially if the item is damaged, e.g. washing with an incorrectly set temperature, washing together with goods of a different color, or washing in an automatic washing machine

in the case of goods that can only be washed by hand, chemical cleaning or ironing in the case of goods that cannot be chemically cleaned or ironed, etc.

8.14. The seller or a designated person will issue a confirmation of the application of the goods complaint to the buyer in a suitable form chosen by the seller, e.g. in the form of an e-mail or in writing, in which he is obliged to accurately indicate the claimed defects of the goods and once again instructs the consumer about his rights arising from point 8.1. until 8.3. these commercial and complaint terms and conditions (art. § 622 of the Civil Code) and the rights arising from point 8.4. until 8.5. these commercial and complaint conditions (section § 623 of the Civil Code). If the claim is made via means of remote communication, the seller is obliged to deliver the confirmation of the claim to the buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without unnecessary delay, but at the latest together with a document on the processing of the claim; confirmation of the application of the claim does not need to be delivered if the buyer has the opportunity to demonstrate the application of the claim in another way.

8.15. The buyer is entitled to decide which of his rights in accordance with paragraph § 622 and paragraph § 623 of the Civil Code applies and at the same time is obliged to immediately deliver information about its decision to the seller. On the basis of the buyer's decision, which of its rights in accordance with section . § 622 and paragraph § 623 of the Civil Code is applied by the seller or a designated person obliged to determine the method of handling the complaint according to section § 2 letter m) of the Act immediately, in more complex cases within 3 days from the start of the complaint procedure, in justified cases, especially if a complex technical evaluation of the condition of the goods is required no later than 30 days from the date of delivery of the claimed goods. After determining the method of handling the complaint, the seller or the designated person will handle the complaint immediately, in justified cases the complaint can also be handled later. However, the processing of the claim must not take longer than 30 days from the day the claim is applied. If the subject of the complaint is taken over by the seller on a later date than the day of application of the complaint, the time limits for handling the complaint according to this paragraph begin to run from the day the subject of the complaint is taken over by the seller; however, at the latest from the moment when the seller makes it impossible or prevents taking over the object of the claim.

8.16. The buyer does not have the right to exercise the right of liability for defects of which he was informed by the seller at the time of concluding the contract, or of which, taking into account the circumstances under which the purchase contract was concluded, he must have known.

8.17. The seller reserves the right to replace defective goods with other faultless goods with the same or better technical parameters , if this does not cause serious difficulties for the buyer.

8.18. The seller is not responsible for product defects:

- a) if it is an obvious defect that the buyer could have detected by checking the shipment upon delivery of the goods and which he did not notify the seller's representative in accordance with point 5.8. these complaint and business conditions,
- b) if the buyer has not exercised his right regarding the seller's responsibility for the defect of the goods by the end of the warranty period of the goods,
- c) if the defect of the goods is mechanical damage to the goods caused by the buyer,
- d) if the defect of the goods was caused by the use of the goods in conditions that do not correspond in terms of intensity, humidity, chemical and mechanical effects to the natural environment of the goods,
- e) if the defect of the goods was caused by unprofessional handling, service, or neglect of the care of the goods,
- f) if the defect of the goods was caused by damage to the goods due to excessive loading, or use contrary to the conditions stated in the documentation or the general principles of the usual use of the goods,
- g) if the defect in the goods was caused by damage to the goods due to unavoidable and/or unforeseeable events,
- h) if the defect in the goods was caused by damage to the goods by accidental damage and accidental deterioration,

- i) if the defect of the goods was caused by unprofessional intervention, damage by water, fire, static or atmospheric electricity or other force majeure,
- j) if the defect in the goods was caused by an unauthorized person interfering with the goods.
- k) The seller is not responsible for defects corresponding to the wear and tear of the goods caused by their usual use, nor for defects arising as a result of non-observance of the instructions given in the instructions for the maintenance of the goods, especially if the item is damaged, e.g. washing with an incorrectly set temperature, washing together with goods of a different color, or washing in an automatic washing machine in the case of goods that can only be washed by hand, chemical cleaning or ironing in the case of goods that cannot be chemically cleaned or ironed, etc.
- l) if the color of the goods and material does not exactly match the color in the online store according to which the product was ordered

8.19. The seller's duty is to handle the complaint and end the complaint procedure in one of the following ways:

- a) by exchanging goods,
- b) by returning the purchase price of the goods,
- c) by handing over repaired goods,
- d) by paying a reasonable discount on the price of the goods,
- e) by a written invitation to take over the performance determined by the seller,
- f) justified rejection of the goods claim.

8.20. The seller is obliged to issue a written document to the buyer about the method of determining the processing of the claim and the processing of the claim no later than 30 days from the date of the claim in person, through a postal or courier or delivery service provider. The seller will inform the buyer about the result of the complaint processing immediately after the complaint procedure is over by phone or e-mail, and at the same time, together with the goods, or proof of processing of the complaint delivered via e-mail.

8.21. The warranty period is 24 months from the date of delivery of the goods, unless a different warranty period is specified for specific cases. .

8.22. In the case of warranty repair of the goods, the warranty period is extended by the time during which the buyer could not use the goods.

8.23. In the case of exchanging the goods for a new one, the warranty period starts again from the receipt of the new goods, but only for the new goods. In case of exchange of goods for a new one, the buyer will receive a document on which information about the exchange of goods will be given, and any other claims are applied on the basis of the purchase contract and this claim document.

8.24. In the case of a removable defect, the claim will be handled according to the buyer's decision according to point 8.15. of these complaint and business conditions in the following manner:

- a) the seller replaces the defective goods or
- b) the seller ensures the removal of the defect

8.25. With regard to a defect that can be removed and the buyer does not determine without delay according to point 8.15. of these complaint and business conditions, how the complaint should be processed, the seller will resolve the complaint by removing the defect.

8.26. If it is a defect that cannot be removed, or one defect that can be removed multiple times, or a larger number of different removable defects that prevent the goods from being properly used as without defects, the seller will, depending on the buyer's decision according to point 8.15. of these complaint and business conditions, a complaint in the following way:

- a) by exchanging goods for other functional goods with the same or better technical parameters, or
- b) in the event that the seller is unable to exchange the goods for another, he will handle the claim by returning the purchase price for the goods.

8.27. In the case of an irremovable defect or a removable defect that has been repeated several times, or regarding a larger number of different removable defects that prevent the proper use of the goods as without defects and the buyer does not immediately determine according to point 8.15. of these complaint and business conditions, how the complaint should be processed, the seller will resolve the complaint by exchanging the goods for other functional goods with the same or better technical parameters.

8.28. Complaint handling applies only to defects listed in the Notice of claim and in the confirmation of claim of the goods according to point 8.14. these complaint and business terms and conditions.

8.29. For the purposes of the complaint, the occurrence of one removable defect more than twice is considered to be a removable defect that has been repeated more than once.

8.30. For the purposes of the claim, the occurrence of more than three different removable defects at the same time is considered a greater number of different removable defects.

8.31. The buyer is entitled to claim a defect in the goods after he has exercised his right and asked the seller to remove the defect in the goods according to point 8.1. of these complaint and business terms and conditions, and regardless of the outcome of the complaint, he is no longer entitled to apply for a complaint repeatedly for the same unique defect (not a defect of the same type).

8.32. The provisions of Art. 8 of these complaints and business conditions expressly do not apply to entities that do not meet the definition of consumer stated in section § 2 letter a) of Act 102/2014.

9.1. Personal data and their protection

9.1. The contracting parties have agreed that the buyer, if he is a natural person, is obliged to notify the seller in the order of his name and surname, address of permanent residence including zip code, telephone number and email address.

9.2. The contracting parties have agreed that the buyer, if he is a legal entity, is obliged to notify the seller in the order of his business name, registered office address including zip code, ID number, VAT identification number (if the buyer has one), telephone number and email address.

9.3. The seller hereby informs the buyer that pursuant to Act no. 18/2018 Coll . on the protection of personal data and on the amendment and supplementation of certain laws as amended (hereinafter referred to as "ZnOOÚ"), the seller as the operator will process the buyer's personal data in the process of concluding the purchase contract without his consent as the person concerned, since the processing of the buyer's personal data will be carried out by the seller in pre-contractual relations with the buyer and the processing of the buyer's personal data is necessary for the fulfillment of the purchase contract in which the buyer is one of the contractual parties.

9.4. By ticking the relevant box before sending the order, the buyer can express his consent in terms of ZnOOÚ for the seller to process and store his personal data, especially those listed above and/or which are necessary for the seller's activities related to sending information about new products, discounts and promotions on the offered goods and processed them in all its information systems, related to sending information about new products, discounts and promotions on the offered goods.

9.5. The seller undertakes to handle and dispose of the buyer's personal data in accordance with the applicable legal regulations of the Slovak Republic.

9.6. seller declares that, in accordance with ZnOOÚ, personal data will be obtained exclusively for the purpose stated in these business and complaint conditions.

9.7. seller declares that, in accordance with ZnOOÚ, he will obtain personal data for purposes other than those specified in these commercial and complaint terms and conditions and will ensure that personal data

is processed and used exclusively in a manner that corresponds to the purpose for which it was collected and that it will not associate with personal data that was obtained for other purposes.

- 9.8. The buyer grants the seller consent according to point 9.5. these complaint and business conditions for a certain period of time until the purpose of processing the buyer's personal data is fulfilled. After fulfilling the purpose of the processing, the seller will immediately dispose of the buyer's personal data. The buyer can withdraw consent to the processing of personal data at any time in writing. The consent expires within 1 month from the delivery of the revocation of consent by the buyer to the seller.
- 9.9. Before sending the order, the buyer will be asked to confirm by checking the box before sending the order that the seller has notified him in a sufficient, comprehensible and unmistakable way:
- a) your identification data, which are listed in Art. 1. these business and complaint terms and conditions,
 - b) identification data of the third party, which is the company that will deliver the ordered goods to the buyer in such a way that these data are indicated in the acceptance,
 - c) the purpose of processing personal data, which is the conclusion of a purchase contract between the seller and the buyer,
 - d) that it will process the personal data of the buyer in the scope of first and last name, address of permanent residence including zip code, telephone number and e-mail address, if the buyer is a natural person and in the scope of business name, registered office address including zip code, social security number, telephone number and e-mail address if the buyer is a legal entity a person
 - e) that the buyer is obliged to provide the required personal data,
- 9.10. The seller declares that he will process personal data in accordance with good morals and will act in a way that does not contradict ZnáOOÚ or other generally binding legal regulations and will not circumvent them. The seller declares that consent
- 9.11. of the person concerned will not be forced or conditioned by the threat of rejection of the contractual relationship, service, goods or obligation established for the seller.
- 9.12. The buyer has the right to demand from the seller based on a written request
- a) confirmation of whether or not personal data about his person are being processed,
 - b) the purpose of personal data processing,
 - c) in a generally comprehensible form, information about the processing of your personal data in the information system and its status to the extent:
 - i) identification data of the seller and the seller's representative, if appointed,
 - ii) identification data of the intermediary; this does not apply if the seller does not proceed in accordance with § 34 ZnáOOÚ when obtaining personal data ,
 - d) in a generally comprehensible form, accurate information about the source from which he obtained his personal data for processing,
 - e) in a generally comprehensible form, a copy of his personal data, which are the subject of processing,
 - f) additional information, which, taking into account all the circumstances and conditions of personal data processing, is necessary for the buyer to guarantee its rights and interests protected by law, in particular
 - i) instruction on the voluntariness or obligation to provide the required personal data; if the seller obtains the buyer's personal data on the basis of the buyer's consent according to ZnáOOÚ , he will also notify the buyer of the validity period of the consent, and if the buyer's obligation to provide personal data results from a directly enforceable legally binding act of the European Union, an international treaty to which the Slovak Republic is bound, or a law, the seller informs the buyer of the legal basis that imposes this obligation on it, and informs it of the consequences of refusing to provide personal data,
 - ii) information about third parties, if it is assumed or obvious that personal data will be provided to them,
 - iii) range of recipients, if it is assumed or obvious that personal data will be made available to them,
 - iv) form of publication, if personal data is to be published,
 - v) third countries, if it is assumed or obvious that personal data will be transferred to these countries,
 - g) correction of his incorrect, incomplete or out-of-date personal data, which are the subject of processing,

- h) disposal of his personal data, if the purpose of their processing has been fulfilled; if the subject of processing is official documents containing personal data, he can request their return,
 - i) liquidation of his personal data, which are the subject of processing, if there has been a violation of ZnáOOÚ or other valid legislation of the Slovak Republic.
- 9.13. Based on a free written request, the buyer has the right to object to the seller:
- a) the processing of his personal data, which he assumes are or will be processed for direct marketing purposes without his consent and to request their disposal,
 - b) the use of personal data specified in § 31 for the purposes of direct marketing in postal communication, or
 - c) provision of personal data referred to in § 31 for the purposes of direct marketing.
- 9.14. Based on a free written request, the buyer has the right to object to the processing of personal data by the seller in cases according to § 31 ZnáOOÚ by stating legitimate reasons or presenting evidence of unauthorized interference with its rights and interests protected by law, which are or may be in a specific case such processing of personal data damaged; if this is not prevented by legal reasons and it is proven that the buyer's objection is justified, the seller is obliged to block and dispose of the personal data, the processing of which the buyer objected to, without undue delay, as soon as the circumstances allow.
- 9.15. The buyer, on the basis of a written request or in person, if the matter cannot be postponed, has the right to object to the seller at any time and not to submit to the seller's decision, which would have legal effects or a significant impact for him, if such a decision is issued solely on the basis of automated processing of his personal data data. The buyer has the right to ask the seller to review the issued decision by a method different from the automated form of processing, while the seller is obliged to comply with the buyer's request, so that the decisive role in the review of the decision will be played by an authorized person; the seller informs the buyer about the method of examination and the result of the finding within the period according to par. 9.18. of these Terms and Conditions. The buyer does not have this right only if it is established by a special law in which measures to ensure the legitimate interests of the buyer are regulated, or if within the framework of pre-contractual relations or during the existence of contractual relations, the seller issued a decision by which he complied with the buyer's request, or if the seller based on of the contract took other reasonable measures to ensure the legitimate interests of the buyer.
- 9.16. If the buyer asserts his right in writing and the content of his request indicates that he is asserting his right, the request is considered to have been submitted in accordance with this law; the request submitted by e-mail or fax shall be delivered by the buyer in writing no later than three days from the day it was sent.
- 9.17. If the buyer suspects that his personal data is being processed without authorization, he can report this to the Office for the Protection of Personal Data. If the buyer does not have full legal capacity, his rights can be exercised by a legal representative.
- 9.18. The seller is obliged to handle the buyer's request in writing according to this article. these business and complaint conditions, or comply with the buyer's requirements according to ZnáOOÚ and inform him in writing no later than 30 days after receiving the request or request.
- 9.19. seller shall immediately notify the affected person and the Office for the Protection of Personal Data of the limitation of the buyer's rights in accordance with the ZnáOOÚ .
- 9.20. seller informs this buyer that in accordance with the ZnáOOÚ when processing the buyer's personal data, it is assumed that the buyer's personal data will be provided and made available to the following third parties, respectively. circle of beneficiaries:

Direct Parcel Distribution SK sro, Technická 7, Bratislava 821 04, ID: 35 834 498
Business register of the District Court Bratislava I, section: Sro , insert no. 26367/B

Slovenská pošta, a.s. , Partizánska cesta 9, 975 99 Banská Bystrica, ID number 36 631 124
Business Register of the District Court of Banská Bystrica, Section Sa, insert no. 803/ S

TNT Express Worldwide spol. s ro , Pri starom letisku 14, 830 06 Bratislava, ID 31351603
Business register of the District Court Bratislava I, section: Sro , insert no. 5165/B

GLS General Logistics Systems Slovakia s.r.o., 1039, Budča 962 33, ID 36 624 942
Business register of the Banská Bystrica District Court, section: Sro , insert no. 9084/S

Slovak Parcel Service s.r.o. , Senecká cesta 1, 900 28 Ivanka pri Dunaji, IČO: 31329217
Business register of the District Court Bratislava I, section: Sro , insert no. 3215/B

10. Withdrawal from the purchase contract

10.1. If it is impossible for the seller to fulfill his obligations arising from the purchase contract, due to sold-out stocks, unavailability of goods, or if the manufacturer, importer or supplier of the goods agreed in the purchase contract has stopped production or made such serious changes that made it impossible to fulfill the seller's obligations resulting from the purchase contract or for reasons of force majeure or if, even after making all the efforts that can be fairly required of him, he is unable to deliver the goods to the customer within the period determined by these terms and conditions or at the price stated in the order, the seller is obliged to immediately inform the buyer and at the same time is obliged to offer the buyer a substitute performance or the possibility for the buyer to withdraw from the purchase contract (cancel the order). In the event that the buyer withdraws from the purchase contract for the reasons stated in this point of these complaints and business conditions, the seller is obliged to return to the buyer the already paid deposit for the goods agreed in the purchase contract within 14 days from the notification of withdrawal from the contract by transfer to the account specified by the buyer .

10.2. The buyer is entitled to withdraw from the purchase contract without giving a reason in accordance with section § 7 et seq . Act no. 102/2014 Coll . on consumer protection in distance selling (hereinafter referred to as the " Act on consumer protection in distance selling") within 14 days from the receipt of the goods, or from the date of conclusion of the contract for the provision of services or the contract for the provision of electronic content not supplied on a physical medium, if the seller has timely and properly fulfilled the information obligations according to section . § 3 of the Act on Consumer Protection in Distance Selling.

10.3. Within this period, the buyer has the right to unpack and test the goods in a similar way as is usual when buying in a classic "brick and mortar" store, to the extent necessary to determine the nature, properties and functionality of the goods.

10.4. The beginning of the period for withdrawing from the contract is determined on the day on which the buyer or a third party designated by him, with the exception of the carrier, takes over all parts of the ordered goods or if

a) delivers goods consisting of several parts or pieces, from the date of receipt of the last part or last piece,

- b) the goods ordered by the buyer in one order are delivered separately, from the date of receipt of the last delivered goods,
- c) on the basis of the contract, the goods are delivered repeatedly during the defined period, from the date of acceptance of the first delivered goods.

10.5. The buyer can withdraw from the purchase contract, the subject of which is the purchase of goods, even before the expiry of the withdrawal period.

10.6. When withdrawing from the contract, a written form is required, in a way that leaves no doubt that the contract was withdrawn by mistake or in the form of a record on another durable medium, or using the form that forms Annex no. 1 of these business and complaint terms and conditions. The deadline for withdrawal from the contract is considered to have been preserved if the notice of withdrawal from the contract was sent to the seller no later than the last day of the deadline according to section . § 7 par. 1 of the Act on Consumer Protection in Distance Selling.

10.7. Withdrawal from the purchase contract according to the passing point of these commercial and complaint conditions must contain the information required in the form for withdrawal from the purchase contract, which forms Annex no. 1 of these business and complaint conditions, in particular the identification of the buyer, the number and date of the order, the exact specification of the goods, the way in which the seller should return the payment already received, in particular the account number and/or postal address of the buyer.

10.8. In case of withdrawal from the purchase contract by the buyer, any additional contract related to the purchase contract from which the buyer withdrew is also canceled from the beginning. It is not possible to demand from the buyer any costs or other payments related to the cancellation of the supplementary contract, except for the payment of costs and payments specified in paragraph . § 9 par. 3, paragraph . § 10 par. 3 and 5 of the Act on Consumer Protection in Distance Selling and Service Prices, if the subject of the contract is the provision of a service and the service has been fully provided.

10.9. Within 14 days from the date of withdrawal from the purchase contract, the buyer is obliged to send the goods back to the address of the operator's headquarters or hand them over to the seller or a person authorized by the seller to receive the goods without undue delay. This does not apply if the seller has suggested that he collects the goods personally or through a person authorized by him. The deadline according to the first sentence of this point of these terms and conditions of trade and complaints is considered to have been observed if the goods were handed over for transport no later than the last day of the deadline.

10.10. The buyer is obliged to deliver the goods to the seller complete, including complete documentation, undamaged, preferably in the original packaging and unused.

10.11. Cash on delivery shipments will not be accepted by the seller. It is recommended to insure the goods. The seller is obliged without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the contract, to return to the buyer all payments received from him on the basis of the purchase contract or in connection with it, including the costs of transport, delivery and postage and other costs and fees . The seller is not obliged to return payments to the buyer according to this point of these terms and conditions of business and complaints before the goods are delivered to him or until the buyer proves that the goods have been sent back to the seller, unless the seller suggests that he collects the goods personally or through a person authorized by him.

10.12. The buyer bears the costs of returning the goods to the seller. The goods will be returned directly to the seller or the person authorized by the seller to receive the goods. This does not apply if the seller has agreed to bear these costs himself or if he has not fulfilled the obligation according to § 3 par. 1 letter i) of the Act on Consumer Protection in Distance Selling.

10.13. The buyer is only responsible for the decrease in the value of the goods, which occurred as a result of such handling of the goods, which is beyond the scope of the handling necessary to determine the properties and functionality of the goods. .

10.14. The seller is obliged to return the purchase price for the goods to the buyer in the same way that the buyer used for his payment, unless he agrees with the buyer on another method of returning payments without additional fees being charged to the buyer in this regard.

10.15. In the event that the buyer withdraws from the contract and delivers goods to the seller that are used, damaged or incomplete, the buyer undertakes to pay the seller:

- a) the value by which the value of the goods was reduced in accordance with paragraph § 457 of the Civil Code in the actual amount
- b) costs incurred by the seller in connection with the repair of the goods and their restoration to their original condition, calculated according to the price list for post-warranty service goods u.

Pursuant to this clause of the complaints and business conditions, the buyer is obliged to pay compensation to the seller in the amount of the difference between the purchase price of the goods and the value of the goods at the time of withdrawal from the purchase contract.

10.16. In accordance with paragraph § 7 par. 6 of the Act on Consumer Protection in Distance Selling, the buyer **cannot withdraw from the contract** , the subject of which are:

- sale of goods made according to the special requirements of the consumer, goods made to measure or goods intended specifically for one consumer,

Order " custom made ":

If the goods ordered by the buyer according to special requirements (custom made) is not suitable, whether it is a product defect in size, shape, or color. The buyer does not have the legal right to demand from the seller an exchange of goods or a refund if the product has no defects. No legal regulation obligates the seller to refund the buyer's money or provide an exchange for other goods if the product is flawless. It only depends on the mutual agreement between the buyer and the seller and the willingness of the seller to satisfy the consumer. The seller, at his own discretion, can agree with the buyer on the exchange of products ordered according to special requirements. The seller does so beyond the scope of his duties.

Made-to-order goods " custom " made " means goods that the seller produces expressly according to the consumer's request.

- sale of goods enclosed in protective packaging, which are not suitable for return due to health protection or hygiene reasons and whose protective packaging was broken after delivery,
- sale of audio recordings, video recordings, audio-visual recordings, books or computer software sold in protective packaging, if the consumer has unpacked this packaging,
- provision of electronic content other than on a physical medium, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract.
- the sale of goods that, after the conclusion of the contract and the acceptance of the goods from the seller to the buyer, were assembled, folded or used in such a way that it is not possible to return them to their original condition by the seller without expending increased effort and increased costs.

10.17. The provisions of Art. 10 of these business and complaint conditions expressly do not apply to entities that do not meet the definition of consumer stated in section § 2 letter a) of the Act.

11. Final Provisions

- 11.1. In the case of concluding a purchase contract in written form, any change to it must be in written form
- 11.2. The contracting parties have agreed that communication between them will be carried out in the form of e-mail messages.
- 11.3. The relevant provisions of the Civil Code, Act, Act No. 22/2004 Coll . on electronic commerce and on amendments to Act no. 128/2002 Coll . on state control of the internal market in matters of consumer protection and on amendments to certain laws as amended by Act no. 284/2002 Coll . as amended and Act no. 102/2014 Coll . on consumer protection in distance selling.
- 11.4. These business and complaint conditions become effective against the buyer upon conclusion of the purchase contract.
- 11.5. Before sending the order, the buyer will be asked to check the box to confirm that he has familiarized himself with these terms and conditions, read them, understood their content and agrees with them in their entirety.

12. Alternative dispute resolution

12.1. The buyer has the right to ask the seller for a remedy if he feels that the seller has violated his rights or has not handled the complaint to his satisfaction. If the seller does not respond to the request within 30 days or responds negatively to it, the consumer can submit a proposal to initiate alternative dispute resolution to the alternative dispute resolution entity (hereinafter referred to as the ARS entity) pursuant to Act 391/2015 Coll . According to §3 of Act 391/2015 Coll . ARS subjects are authorities and authorized legal entities. The proposal can be submitted by the consumer in the manner determined according to §12 of Act 391/2015 Coll . The application can also be submitted online through [the RSO alternative dispute resolution platform](#) .

Alternative dispute resolution is reserved exclusively for natural person consumers, not business buyers. The resolution of the dispute takes place between the consumer and the seller who have concluded a contract at a distance and whose dispute is worth more than EUR 20. The maximum fee that ARS can request is 5 EUR from the buyer to cover costs.

NOTICE:

These general terms and conditions were drawn up for the company TONFLY, s.r.o., ID number: 46 057 099, Cintorínska 29/18, Partizánske 958 03, registered in the Commercial Register of the District Court of Trenčín, section: s.r.o. , insert number: 24158/R, by the company Krši s.r.o. Hviezdoslavova 275/27, Žiar nad Hronom 965 01, ID: 50 532 464, which reserves its copyright for this work. Any use of this work or its part (reproduction, copying, scanning or other dissemination of texts, tables and other parts of this work) by mechanical or electronic means without the prior written permission of Krši s.r.o. for such use is strictly prohibited.

Annex no. 1

Withdrawal from a purchase contract concluded at a distance

in accordance with § 7 et seq. Act no. 102/2014 Coll. on consumer protection when selling goods or providing services on the basis of a contract concluded at a distance or a contract concluded off-premises and on amendments to certain laws

Seller	
Business name:	TONFLY s.r.o.
Street and number:	Cintorínska 29/18
The city:	958 03 Partizánske, SLOVAKIA
ID number:	46 057 099
Tax ID number/VAT number:	2023208836/ SK2023208836
Telephone:	+421 38 748 7070
Email :	info@tonfly.com
Buyer	
Name and surname:	
Street and number:	
The city:	
Postal code:	
Telephone:	
Email :	

I hereby inform you that I withdraw from the concluded Purchase Agreement:
The subject of the contract was purchased through the website: www.tonfly.com

I was sent a confirmed order number:		from day:	
Invoice number:			
The goods were delivered to me on (day of collection):			
I am therefore requesting a refund (leave only one option):			
of the full value of the invoice (all invoiced goods are subject to withdrawal from the contract)			
partial value of the invoice (only a certain part of the goods is subject to withdrawal from the contract)			
the name of the returned subject of the contract, and the number of pieces (only if you are returning only part of the subject of the contract):			
Required value to return:			
Please return the required amount to me by transfer to the account number IBAN:			

If the goods are not part of the shipment, I take note of the fact that the seller is not obliged to return the money within 14 days from the date of delivery of the withdrawal from the contract, until the goods are delivered to him, or I do not prove that the goods have been sent. No later than 14 days from the date withdrawal, I am obliged to send the goods to the seller.

On On

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Buyer's signature

Appendix no. 2

Instruction on exercising the buyer's right to withdraw from the purchase contract

1. Right to withdraw from the purchase contract

You have the right to withdraw from this purchase contract without giving a reason within 14 days.

The period for withdrawing from the contract expires 14 days from the day when you or a third party designated by you, with the exception of the carrier, take over the goods .

When exercising the right to withdraw from the purchase contract , inform us of your decision to withdraw from this purchase contract by a clear statement (for example, by letter sent by post or e-mail) at the address TONFLY s.r.o., Cintorínska 29/18, 958 03 Partizánske, phone: +421 38 748 7070, email: info@tonfly.com.

For this purpose, you can use the model form for withdrawing from the purchase contract , which can be found as attachment no. 1 of the business and complaint conditions. If you are interested, you have the option to fill out and send a sample form for withdrawal from the purchase contract or any other clear declaration of withdrawal from the purchase contract electronically via our website www.tonfly.com. If you use this option, we will immediately confirm the withdrawal from the purchase contract by e-mail or on another durable carrier

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The withdrawal period from the purchase contract is preserved if you send a notice of exercise of the right to withdraw from the purchase contract before the withdrawal period from the purchase contract expires .

Goods ordered according to special requirements - Custom made :

If the goods ordered by the buyer according to special requirements (custom made) is not suitable, whether it is a product defect in size, shape, or color. The buyer does not have the legal right to demand from the seller an exchange of goods or a refund if the product has no defects. No legal regulation obligates the seller to refund the buyer's money or provide an exchange for other goods if the product is flawless. It only depends on the **mutual agreement between the buyer and the seller** and the willingness of the seller to satisfy the consumer. The seller, at his own discretion, can agree with the buyer on the exchange of products ordered according to special requirements.

The seller does so beyond the scope of his duties.

2. Consequences of withdrawal from the contract

In case of withdrawal from the purchase contract, we will return all payments you made in connection with the conclusion of the purchase contract , especially the purchase price, including the costs of delivering the goods to you. This does not apply to additional costs if you have chosen a different type of delivery than the cheapest normal delivery method that we offer, nor to costs for additional services, if they were the subject of the contract and if they were fully provided. Payments will be returned to you without undue delay and in any case no later than 14 days from the day we receive your notice of withdrawal from this purchase contract . Their payment will be made in the same way that you used for your payment, unless you have expressly agreed to a different payment method, without charging any additional fees.

Payment for the purchased goods will be made to you only after the returned goods have been delivered back to our address or upon presentation of a document evidencing the return of the goods, whichever occurs first. Send the goods back to us or bring them to the address of the company headquarters without undue delay and in any case no later than 14 days from the date of exercising the right to withdraw from the contract. The period is considered to be preserved if you send the goods back before the 14-day period has expired. You bear the direct costs of returning the goods.

Please note that in the event of withdrawal from the purchase contract, you are responsible for any reduction in the value of the goods as a result of handling them between the time of delivery and the moment of their return in a manner other than that necessary to determine the nature, properties and functionality of the goods.

