

## General Terms & Conditions

The description of the products whether by photograph, written statement or illustration is included for the purposes of demonstration only and does not form part of the contract. We reserve the right to supply you with an alternative product provided that there is no material effect on quality or performance. An order form must be completed before the manufacturing process can begin. A firm order will only be in place once we have accepted your order in the office. Until that time we may return the order with money but without explanation. You may use or deal with our trade marks logos or any of our descriptions of our helmets catalogues or the text or images on the website, but only if approved by Tonfly. We own and assert all our intellectual property rights in all such items.

You can place your order either by e-mail or fax using our on-line order form, we ask that you send us an advance payment by bank transfer or paypal \* ( \* surcharge of 4,5 % on the total amount ) at the time you place your order with Tonfly. Prices quoted are ex factory and delivery and insurance charges will be added at cost. Prices are only provided on the website as a guideline and may vary at any time. Prices will only become fixed on acceptance of order unless agreed otherwise. All prices are VAT excluded. If a product is being exported outside mainland Slovakia you will be responsible for obtaining any licences and for complying with any legislation or regulations required for the importation of the goods to the requested destination and for payment of any taxes or duties. For full details on export orders please discuss this with the order office at the time of order.

We will endeavour to deliver a standard item within 30 business days from the date of advance payment arranged. Orders must be accompanied by payment. Please note if you do not send your payment promptly you may experience delays! If, for any reason, we think your product will take longer than 30 business days, we will let you know just as soon as we can. We will arrange delivery to the address given on the order. Risk in the item passes to you once it leaves the factory.

Personalisation of your product is possible, however this is likely to increase the manufacturing time by a few weeks, we will endeavour to give you a clear indication of when you can expect delivery of your product, when you place your order.

We cannot accept cancellations once your order has been processed and the item dispatched from the factory. If you have ordered a coloured / or personal design, we will only accept cancellation of the order at our complete discretion, and then only within 4 weeks of receipt of date of order, to qualify for a refund. If we have already started work on the product we cannot guarantee that a refund will be made. In any event we will always retain 40 Euro administration charge on all refunds.

We will replace or repair at our option any products that we have manufactured which you can establish is not up to our high standards of quality of workmanship or materials for a period of one month after receipt of order. We will not replace or repair any item that has not been paid for in full, or where the defect has occurred due to your wilful damage, negligence, failure to follow normal instructions of use, misuse, alteration or repair etc. If you wish to return a standard product like a suit not custom made and with no extra logo or a helmet painted in black matt or in white gloss , for any reason, you must advise us within 10-days from the date of reception of goods. Please note your refund will exclude any postage and packaging charges and the administration charges unless the product is shown to have been faulty at the time of leaving the factory. We will only accept returns on non-standard items if they are shown to have been faulty at the time of leaving the factory. Tonfly is not obligated to inform the customer during the processing of order about any structural changes made to improve its products.

Tonfly is not liable for any injuries, loss or damage that may occur to you or your equipment.

Tonfly is not liable if you send us orders with wrong measurements. In the case that it happens Tonfly engages in to fix the purchased item and the repairment and shipment costs are charged to the customer.

All free prizes or discount vouchers on our products that we have supported or sponsored for any event have a validity of 90 days from the day that the athlete won the prize.. The coupon must be sent

to [tonfly@tonfly.com](mailto:tonfly@tonfly.com) only from the winner of the prize and before that period of time as above. After 90 days, Tonfly considers the prize canceled and no more valid.

If we choose to ignore a breach of contract then this will not prevent us from taking action in respect of the same type of breach at a future date. This contract will be governed by Slovak Law and will come under the exclusive jurisdiction of the Slovakian Courts.