

GENERAL TERMS AND CONDITIONS

Article I. Recitals

1. The operator of an online store located on the 3dream.net domain (herein after referred to as "online store") is 3D Realm s. r. o., Company ID: 55663494, Tax ID: 2122045431, with its registered office at Chočská 1530/10, 02601 Dolný Kubín, registered in the Commercial Register of the District Court Žilina, Section Sro, File No. 82815/L, tel. +421 905 327 628, e-mail: info@linami.sk (hereinafter referred to as the "Operator").
2. The Operator issues the following General Terms and Conditions governing mutual rights and obligations between him and the person who visited the online store for the purpose of viewing and purchasing the products offered (hereinafter referred to as the "buyer").
3. The buyer is any natural or legal person who in any way contacts the operator with the intention of purchasing the finished product or finished products (hereinafter referred to as the "product") offered by the operator.
4. The buyer is also any natural or legal person who in any way contacts the operator with a request that its operator procure a product that is not included in the offer, with the intention of purchasing the product.
5. By using the operator's e-shop website and confirming the order, the buyer agrees to these General Terms and Conditions.
6. These General Terms and Conditions are valid until new General Terms and Conditions are issued.

Article II. Buyer's order

1. The buyer can place his order through:
 - a) electronic order form, which is placed on the website of the online store,
 - b) phone number, which is placed on the website of the online store,
 - c) sending an e-mail order to: info@linami.sk.
2. After receiving the order, the operator shall confirm receipt of the order to the buyer within 48 hours at the latest and at the same time notify the buyer of the possibility and date of delivery of the product.
3. All confirmed orders are binding.
4. After confirming the order, the buyer undertakes to take over the ordered product and pay for product agreed price.
5. The operator undertakes to deliver the right type of product in the agreed quantity and price according to the order.
6. The operator has the right to refuse the order if from technical or other reasons it is not possible to implement it.

Article III. Cancellation

1. The buyer has the right to cancel the order within 14 days of receipt of the ordered product without giving any reason, using the following form sent in writing to the address Dávid Paculík, Veličná 180, 027 54 Veličná (hereinafter referred to as the "address for cancellation of the order"), together with the attached invoice for payment of the order:

Sample cancellation form for withdrawing from the contract

If you wish to withdraw from the contract, please fill out this form and send it to the address below:
Dávid Paculík, Veličná 180, 027 54 Veličná.

I/we hereby announce* that I/we are withdrawing* from the contract for these goods*:

.....

Date of dispatch/receipt of the order * :

Name and surname of buyer(s). * :

Address of buyer(s). * :

Refund account number (IBAN) :

A date :

Signature of buyer(s)* :

* Cross out any that do not apply.

2. Cancellation of the order becomes effective at the moment of its delivery to the operator or to the Contracting Party to which it is addressed.
3. The buyer is obliged to return the purchased products to the operator no later than 14 days after cancellation of the order by sending it to the address for cancellation of the order.
4. The operator is obliged to return to the buyer the paid price of the products, including shipping costs on delivery, no later than 14 days from the entry into force of the cancellation of the order, exclusively in the form of a bank transfer to the buyer's account.
5. The operator has the right to cancel the order if he cannot contact the buyer (incorrectly stated or unstated contact details, unavailability, etc.).

Article IV. Price fixing and payment terms

1. The price of the product is set by the price list of the operator. The prices listed in the price list may be subject to change even without prior notice. The operator reserves the right to change prices following changes in prices of material importers, energy providers, carriers, etc.
2. The price of the product stated in the price list does not include the price for delivery. In the event that an agreement is reached between the operator and the buyer on the delivery of the order, the shipping price is added to the basic price of the order. Packaging is included in the shipping price.

3. The operator accepts payment for the ordered product in the following ways:
 - a) transfer to the operator's bank account based on the issued invoice,
 - b) payment to the carrier upon delivery of the product to the buyer, which will then be sent to the operator, in agreement with the carrier,
 - c) in cash when the buyer picks up the product in person from the operator after prior agreement.
4. The invoice is sent by the operator to the buyer together with the product.

Article V. Delivery and delivery terms

1. Delivery of the product to the buyer will be possible only after its production and modification according to the buyer's requirements.
2. The operator reserves the right to extend the delivery time and delivery date depending on from technical complexity and design specification of buyer's requirements.
3. The operator will inform the buyer about the delivery time and delivery date electronically, in person or by phone after confirming the order. If the notified delivery time does not suit the buyer, he has the option to cancel the order in accordance with the article II., point 4 of these General Terms and Conditions.
4. The operator offers the following options for taking over the product:
 - a) in person with the operator after prior agreement with the buyer,
 - b) delivery to the agreed address.
5. Receipt of the product may be subject to a fee according to Article IV., point 2 of these General Terms and Conditions.

Article VI. Liability for defects and complaints

1. It is possible to complain only about a product purchased from the operator in accordance with the legislation of the Slovak Republic.
2. The operator is liable for defects in the product to the extent according to the provisions of § 619 et seq. Act No. 40/1964 Coll. Civil Code, as amended, if the buyer is a natural person.
3. If the buyer is a legal entity, liability for defects and complaint conditions will be determined on the basis of an agreement between the operator and the buyer in a specially concluded legal form in accordance with the legislation of the Slovak Republic.
4. The warranty period begins on the day of receipt of the product by the buyer.
5. The right to claim the warranty expires in the following cases:
 - a) damage to the product during transport,
 - b) mechanical damage caused by careless handling of the product,
 - c) if the damage was caused intentionally,
 - d) placing or exposing the product to conditions that do not comply with the technical parameters of the product, which may damage its functionality (using the product outside room temperature, putting the product in contact with flammable substances, exposing the product to excessive moisture, etc.).

Article VII. Final provisions

1. The operator and the buyer agree that documents served by post or email are deemed to have been delivered on the day of receipt of the postal item or on the day of confirmation of receipt of the e-mail.

2. Legal relations between the operator and the buyer as well as relations not regulated by these General Terms and Conditions are governed by the law of the Slovak Republic.
3. The operator reserves the right to change the terms and conditions, which becomes effective on the day of publication of their updated version.
4. These General Terms and Conditions enter into force on 18.9.2023.