



General Terms and Conditions

Art. I – Introductory Provisions

1. ELSQUARE, s.r.o., with registered office at Gercenova 3640/2, 851 01 Bratislava, ID: 44 584 113, registered in the Commercial Register of the Bratislava I District Court, Section Sro, Insert No.: 56428/B (hereinafter referred to as the "Seller") issues these General Terms and Conditions (hereinafter referred to as the "GTC") in order to define the mutual rights and obligations between the Seller and the people who use Remote Communication Tools to purchase Goods through the websites www.flameneo.sk and www.flameneo.com, as well as in order to fulfill its obligations under the generally binding legal regulations relating to the conclusion of the Purchase Contract with the consumer.
2. The purchase of Goods offered through the websites www.flameneo.sk and www.flameneo.com can be performed by both natural and legal persons without limitation, that the Purchase Contracts are governed by these GBTC, by the provisions of the Rules of Complaint and by the other conditions stated in the enclosed documentation and on the websites www.flameneo.sk and www.flameneo.com.
3. The Seller and customer, through the confirmation and sending of the Order pursuant to Art. 3 and if the customer is a consumer also in connection with Art. 6, Section 2 of Regulation (EC) No. 593/2008 on the applicable law for contractual obligations (Rome I), agree that the Purchase Contract is governed by the legislation of the Slovak Republic.
4. The supervisory authority is Slovak Trade Inspection, the SOI Inspectorate for the Bratislava Region, with its registered office at Prievozská 32, P.O. Box 5, 820 07 Bratislava 27, Department for the Technical Inspection of Products and Consumer Protection Tel. No.: 02/58272 172-3, www.soi.sk (hereinafter referred to as "SOI").

Art. II - Definitions of Basic Concepts

For the purposes of these GTC's:

1. The "Act" is Act No. 102/2014 on consumer protection in the sale of goods or provision of services on the basis of a remote contract or contract concluded outside the premises of the Seller and on the amendment and supplement of certain laws, as amended.
2. The "Commercial Code" is Act No. 513/1991 Coll. The Commercial Code, as amended, or another generally binding legal regulation to replace it in the future.



3. The "Civil Code" is Act No. 40/1964 Coll. The Civil Code, as amended, or other generally binding legislation that will replace it in the future.
4. "Remote communication tools" means the communication tools between the Seller and the Customer at a distance and through which the Customer may enter the Order to the Seller, on the basis of which the Seller sells the goods. These tools may be e.g. an online application of the Seller or website www.flameneo.sk and www.flameneo.com.
5. "website www.flameneo.sk and www.flameneo.com" are websites operated by the Seller and through which the Seller allows the Customer to create and enter an Order for the purchase of Goods.
6. "Customer" means a natural person who has the status of a consumer and who is also subject to the relevant provisions of the Act and/or a legal person interested in the Goods offered by the Seller through the remote communication tools. In this respect, it is the one interested to enter into a Purchase Contract on the basis of an Order placed through the websites www.flameneo.sk and www.flameneo.com.
7. "Purchase Contract" is a purchase contract concluded remotely between the Seller and the Customer in the use of the distance communication tools on the basis of an Order placed via the websites www.flameneo.sk and www.flameneo.com.
8. The "Order" is the manifestation of the Customer's will through the remote communication tools from which there is an obvious interest of buying the Goods offered by the Seller through the websites www.flameneo.sk and www.flameneo.com with the following conclusion of the Purchase Contract.
9. "Consignment" is the consignment prepared by the Seller on the basis of the Customer's Order, delivered by the Seller through a delivery service and mainly containing the Goods and the relevant documentation relating to the Goods, in particular the invoice, the contractual documentation, the warranty card, assembly, servicing and maintenance instructions.
10. "Goods" is the product ordered by the Customer through the remote communication tools through the websites www.flameneo.sk and www.flameneo.com.

Art. III – How to Conclude a Purchase Contract – Ordering Procedure for the Goods

1. The goods can be ordered exclusively through websites www.flameneo.sk and www.flameneo.com. The display of Goods on the websites www.flameneo.sk and www.flameneo.com is only illustrative.



2. Through the websites www.flameneo.sk and www.flameneo.com the Customer can order the Offered Goods from the Seller, which can be placed "IN THE BASKET". After pressing the "IN THE BASKET" button, the ordered Goods will automatically be added to the shopping basket available to the Customer at any time during one visit to the websites www.flameneo.sk and www.flameneo.com available for viewing.
3. Creating an Order is conditional on the Customer entering accurate, complete, and up-to-date information, while it is true that if the Customer is acting in the concluding of a Purchase Contract within the scope of his/her business activities, employment or occupation, he/she is not a consumer. Customer data will be used for the purpose of creating the Order and subsequently executing the Purchase Contract.
4. The Customer who is a natural person is required to minimally state the following in the Order: name and surname, date of birth, permanent address, delivery address of the Consignment if it is other than permanent address, email address and contact phone number.

A Customer who is not a natural person is minimally obliged to state the following in the Order: business name, registered office, identification number, address for delivery of the Consignment if it is other than the address of the registered office, registration of the entry in the official register where the Customer is registered, address and contact phone number.
5. The Seller processes the Customer's personal data, or the authorized representative of a Customer who is not a natural person, pursuant to Art. 6, Par. (1) (b) Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "GDPR Regulation").
6. Prior to submitting the Order, the Customer is required to agree to these GTC's, which form an integral part of the Purchase Contract, and to get detailed Information about the Processing of Personal Data and the rights of the Data Subject.
7. By submitting an Order, the Customer expressly confirms that he/she has had the opportunity to become acquainted with the main characteristics of the Goods specified on the websites www.flameneo.sk and www.flameneo.com in relation to each individual Goods, as well as its total price and other costs (such as postage and packing, delivery or transport costs).
8. After sending the Order and registering it in the Seller's system, the Customer will be informed by a sent e-mail about the acceptance of the Order to the e-mail address entered by the Customer when creating the



Order. Any additional information regarding his/her Orders will be sent to the Customer's email address.

9. Delivery of confirmation on receipt of an Order immediately after the Order is sent to the Customer is not considered to be a binding acceptance of the Order by the Seller; this acknowledgment is only informative in order to notify the Customer of receipt of his/her Order by the Seller.
10. The binding acceptance of the Customer's Order by the Seller comes with the Seller's email confirmation of the acceptance of the Order after confirming the availability of the Goods, the delivery date and the fulfillment of any special customer requirements (e.g. special color requirements, some special adjustments - so-called Individualization of the Goods, etc.), which will be sent to the Customer at the e-mail address entered by the Customer when creating the Order. The binding acceptance of the Order contains, in particular, the name and specification of the Goods, the total price of the Goods, an indication of the probable delivery time of the Goods, an indication of the address to which the Goods are to be delivered, the conditions, method and time of delivery of the Goods to the agreed place of delivery, data about the Seller (business name, registered office, ID, signing of the entry in the Commercial Register, etc.) or other data.
11. The moment of the delivery of the Seller's confirmation of acceptance of the Order is considered to be the moment of the conclusion of the Purchase Contract.
12. The Seller has the right to cancel the Order if it is unable to deliver the Goods to the Customer within the agreed delivery time. The Customer will be informed of the canceled Orders in an appropriate manner, by phone or e-mail, and in case of payment of the total price for the Goods, the total price for the Goods will be returned in the same manner as that used for the payment of the total price for the Goods unless the Seller and the Customer agree otherwise.

Art. IV – Payment Conditions

1. All prices for Goods and all fees on the websites www.flameneo.sk and www.flameneo.com are included, including VAT.
2. The Customer acknowledges that for the selected and bound Goods it is necessary to pay in advance, while the Customer has a wide range of possibilities for paying the total price for the Goods.
3. The Customer is entitled to pay the total price for the Goods:
 - a. by using the payment gateway to the Customer's financial institution (payment institution), or



- b. by bank transfer, and the Customer will automatically receive instructions for the payment of the total price for the Goods at the given e-mail;
 - c. in the form of a cash deposit in the Seller's account mentioned in the acknowledgment of receipt of the Order.
4. In any manner to pay the resulting total price for the Product in advance, it is imperative that the Customer enter the correct payment identifier (e.g., variable symbol, specific symbol, etc.) in order to assign the payment for the total price for the Goods as quickly and correctly as possible. The Customer acknowledges that without the proper matching of the Customer's payment for the total price for the Goods, the Seller will not begin to process the Customer Order.
5. Upon payment in advance, the delivery term is affected by the date of payment of the resulting total cost for the Goods. It is necessary that the resulting total price for the Goods is credited to the Seller's account no later than within five business days after confirmation of the acceptance of the Order; otherwise the Order may be considered canceled.

Art. V - Delivery Terms and Delivery Costs of the Goods

1. The Seller is obliged to complete the Order and deliver the Goods to the Customer within no more than 30 days unless agreed otherwise with the Customer. If the agreed delivery time is not met, the Seller undertakes to inform the Customer immediately and if there is no agreement on the new delivery time of the Goods, the Seller undertakes to return the total paid price for the Goods in the same manner within 15 days of the notification of the non-fulfillment of the delivery date, which was used to charge the total price for the Goods unless the Seller and the Customer agree otherwise.
2. The Buyer is obliged to take over the Goods at the place that is stated in the acknowledgment of acceptance of the Order by the Seller, either personally or through an authorized representative. The Seller, or the person securing the delivery of the Goods on behalf of the Seller is entitled to request the production of a document under which the accepting person is entitled to act for the Customer.
3. Goods are usually shipped within 2 business days of their production. The Customer will be informed in advance of the exact delivery date of the Goods (e.g. by e-mail or short text message).
4. The Customer is required to check the Consignment as well as its packaging immediately upon delivery. In case the Customer discovers that the Consignment or, its packaging is mechanically damaged, he/she is entitled to refuse to take over the Consignment and is obliged to notify this to the



person providing the delivery of the Consignment. The Customer, together with the person ensuring the delivery of the Consignment, is obliged to immediately create a record of the extent and nature of damage to the Consignment (for example, damage record), the accuracy of which is confirmed by the person ensuring the delivery of the Consignment (hereinafter referred to as the "Carrier"). On the basis of such a written record delivered to the Seller, the Seller may, upon the concluding of a damage incident with the Carrier, re-deliver the Consignment at the Seller's expense, a discount on the Goods and, in the case of non-removable defects, to deliver new Goods to the Customer.

5. Complaints about mechanical damage of the Goods not apparent at the time of receipt of the Goods must be filed immediately upon receipt of the Consignment, but no later than within 24 hours of delivery of the Goods. It is necessary to prove that the mechanical damage was not possible even when the consignment and its packaging were properly inspected. Complaints about later discovered defects of such damaged Goods may be complained about if it is established that the defects complained about occurred at the time of receipt from the Carrier.
6. Upon receipt of the Consignment, the Customer signs the takeover protocol that represents the confirmation of the receipt of the Consignment, unless otherwise stated. Goods are deemed to have been taken over by a Customer who is a Consumer at that moment when the Customer or a third party designated by him/her takes over all parts of the ordered Goods or when:
 - a) Goods ordered by Customers in one Order are delivered separately, at the moment of receipt of the Goods, which was delivered as the last,
 - b) delivery of the Goods consisting of several parts or pieces, at the moment of taking over the last part or the last piece,
 - c) the Goods are delivered repeatedly during the defined period, at the moment of receipt of the first delivered Goods.
7. In case that the Customer fails to take delivery of the Goods without prior written withdrawal from the Purchase Contract within five business days after the agreed delivery time for the Goods, the Customer shall be entitled to claim compensation for the damage incurred in the amount of the actual costs of production and delivery of the ordered Goods as well as the right to withdrawal from the Purchase Contract.
8. The cost of delivering the Goods is included in the total price for the Goods (Orders).

Art. VI – Right to Withdrawal from the Purchase Contract



1. The right to withdraw from the Purchase Contract pursuant to this Article is possessed by a Customer who is a Consumer pursuant to Act No. 250/2007 Coll. on Consumer Protection and on Amending the Act of the Slovak National Council No. 372/1990 Coll. on offenses as amended (hereinafter referred to as "the Consumer" for the purposes of this Article).
2. The Consumer is entitled to withdraw from the Purchase Contract without giving any reason for doing so within 14 days from the date of receipt of the Goods. The time limit shall be deemed to have been observed if the Goods were handed over for delivery at the latest on the last day of the set deadline.
3. The Consumer may exercise the right to withdraw from the Purchase Contract at the Seller's in paper form, using a standard withdrawal form for withdrawal from the Purchase Contract, which was handed over to the Consumer as part of the accompanying Documentation on the delivery of the Goods and which is also accessible to the Consumer at the websites www.flameneo.sk and www.flameneo.com, or sent to the Seller's mailing address, or by email at reklamacie@flameneo.sk in a manner which does not give rise to any doubt as to the intention of the Consumer to withdraw from the Purchase Contract. The burden of proof on the exercise of the right to withdraw from the Purchase Contract is borne by the Consumer.
4. Withdrawal from the Purchase Contract through the withdrawal form on withdrawal from the Purchase Contract must contain the data required by the Purchase Contract. If the Goods are sent during withdrawal from the Purchase Contract, the Customer may attach the form to the package.
5. The Consumer may also withdraw from the Purchase Contract before the expiration of the Purchase Contract.
6. The Consumer cannot withdraw from the Purchase Contract, the subject of which is the sale of the Goods, which has been individualized according to the requirements of a specific consumer, tailor-made Goods or the Goods intended specifically for a specific Consumer.
7. The Consumer is required to deliver to the Seller the Goods along with accessories, including documentation, instructions, warranty card, payment receipt, upon withdrawing from the Purchase Contract.
8. In case that a Customer who is a Consumer withdraws from the Purchase Contract and delivers to the Seller Goods that are excessively used and damaged or incomplete or the value of the Goods concerned is reduced as a result of such treatment beyond the treatment necessary to detect the functionality of the Goods, the Seller shall be entitled to claim damages to the Consumer in the amount of the value of repairing the Goods and entering the Goods in the original condition, or the Seller has the right to require the Consumer to repay the value of the Goods.



9. The Customer is obliged to send the goods to the following address: FLAMENEO, Ovocinárska 25, 083 01 Sabinov, Slovakia. Upon withdrawal from the Purchase Contract, the Consumer shall bear the cost of returning the Goods to the Seller. According to Seller's available information, it is estimated that these costs will be up to EUR 150.
10. The Seller shall return the total price for the Goods to the Consumer, without undue delay and within 14 days of the date of delivering he notice of withdrawal, in the same manner the Consumer used for his/her payment for the total price of the Goods. This does not affect the Consumer's right to agree with the Seller on another method of payment if no further charges are charged to the Consumer in relation to it. Payment for the purchased Goods will be paid only after the delivery of the returned Goods to the above-mentioned address.
11. Upon withdrawal from the Purchase Contract, the Seller shall not be obliged to return the payment to the Consumer before the Goods have been delivered to him/her, except when the Seller suggests that it will pick up the Goods personally or through an authorized person.

Art. VII – Complaints, Grievances, Disputes and Suggestions

1. The subject of the Complaint Procedure between the Customer and the Seller may be the Goods or any part of them, when purchased by the Customer through the websites www.flameneo.sk and www.flameneo.com and if during the warranty period the defect is due to the production of the Goods or the defect of the material used in the production of the Goods.
2. The Seller provides a guarantee of the quality, common quality and serviceability of the sold Goods. In order to comply with the warranty conditions, the Customer is obliged to act in a manner that does not damage the Goods, is obliged to treat and use the Goods in a manner that does not result in temporary or permanent qualitative changes on the external or internal parts of the Goods. The guarantee cannot be recognized, especially if:
 - a) a defect was caused by the improper use of the Goods or contrary to the instructions for use of the Goods,
 - b) any modifications, repairs or unauthorized manipulations have been made to the Goods,
 - c) the repair of the Goods was performed by someone other than the Seller, or a designated person,
 - d) the installation of the Goods was performed in violation of the Seller's recommendations,



- e) no valid original warranty card was submitted for the application of the warranty repair (also referred to as the "Complaint"),
 - f) the Product was mechanically damaged,
 - g) the Goods have been stored or used outside the prescribed temperature range defined in the operating instructions or in a humid, dusty, chemically or otherwise aggressive environment.
3. The warranty also does not apply to defects caused by:
- a) a natural disaster,
 - b) wear and tear due to the use of the Goods (e.g. color change, etc.)
 - c) unnecessary, negligent use and transmission of the Goods (scratches or other visual defects, etc.)
 - d) unpredictable and inappropriate handling with Goods,
 - e) use of Goods with non-original accessories.
4. The Seller is also not responsible for the consequences caused by the non-standard repair of the Goods.
5. The warranty period means the period during which the free warranty service and repair in the event of a defect occur if the conditions for the use of the Goods have been met by the Customer.
6. Unless otherwise stated in the warranty card, the warranty period shall be 24 months from receipt of the Goods.
7. In the case of Goods that have been sold as used, the Seller and the Customer may also agree on a shorter warranty period, but not less than 12 months.
8. The period from the filing of the complaint until the Customer has been obliged to take over the Goods after the repair is due is not counted in the warranty period.
9. In the case of the replacement of the Goods, the warranty period begins for the replacement of the new Goods from the date of receipt of the new Goods.
10. If the Goods is found to be defective under the terms of the warranty, the Customer is entitled to exercise its right to claim by sending an email to reklamacie@flameneo.sk. The Customer applies his/her right through a detailed description of the defect of the Goods with accompanying photo documentation, which are to be the subject of the Complaint.



11. If it is not possible to assess the Complaint from the email and its attachments, the Goods must always be checked by Seller or its designated person, having to meet the warranty conditions and the defect demonstrated and confirmed (even in the case of a third repeated defect).
12. The Seller or its designated person, after knowledge of the defect and after its adequate assessment, shall ensure the removal of the defect of the Goods, i.e. the execution of the free warranty repair of the Goods. Customer may, instead of removing the defect, require the replacement of the Goods, or, if the defect relates only to the part of the Goods, the replacement of the part in question, and the Seller will not incur disproportionate costs in relation to the price of the Goods or the severity of the defect.
13. The Seller or the designated authorized person shall issue to the Customer, upon application of the Complaint, a confirmation of when the Complaint was filed. The Complaint will not take longer than 30 days from the date of the filing the Complaint, and in this period the Seller will also issue a written document to the Customer about the equipment and the duration of the Complaint.
14. If a Customer who is a Consumer has filed a Complaint for the Goods within the first 12 months of their purchase, the Seller may only handle the Complaint by rejecting it on the basis of professional assessment; irrespective of the outcome of expert judgment, it is not possible for a Customer who is a Consumer to cover the cost of the professional assessment or other costs related to the professional assessment.
15. If a Customer who is a Consumer files a Complaint after 12 months of its purchase and the Seller has rejected it, the Seller shall indicate to the Customer who is a Consumer to send the Goods for professional assessment. If the Goods in this case are sent for professional assessment by the Seller to a person specified in the document on handling the Complaint, the costs of the professional assessment, as well as all other incurred related expense, shall be borne by the Seller. If such a professional assessment demonstrates the Seller's liability for the defect of the Goods, the Customer may file the Complaint again; during such a professional assessment, the warranty period does not elapse. In this case, the Seller will reimburse the Customer within 14 days of the day of filing the Complaint all the costs incurred for the professional assessment and related expenses. A Complaint that has been filed again cannot be refused.
16. The Customer has the right to exchange the Goods free-of-charge for the Goods of the same brand and type, or to withdraw from the Purchase Contract if any of the following situations occur and the Customer duly claims any of the following in the warranty period:



- a) in regards to Goods, which during the warranty period have a defect that cannot be eliminated and prevents the Goods from being properly used as non-defective Goods,
 - b) non-handling of the Complaint within the statutory 30-day period,
 - c) the occurrence of a greater number of defects - at least three separate defects during the warranty period, each of these defects preventing the proper use of the Goods,
 - d) recurrence of the defect - again the same defect that arose in the Goods during the warranty period, which had been removed at least twice during the warranty period.
17. In the event that the Customer has the right to the free exchange of the Goods, which the Customer has applied for, but the Seller does not have the same type of Goods available for exchange and therefore it is not possible by the Seller to fulfill, the Seller is obliged to return to the Customer the total price of the Order paid by the Customer in advance.
 18. In the case of a defect in Goods that have been sold to the Customer by the Seller at a lower price or as used, the Customer has the right to a reasonable discount instead of the right to exchange the Goods. However, the Seller is not responsible for any defects arising from use or wear in the case of used Goods and in the case of Goods sold at a lower price for defects for which a lower price has been negotiated.
 19. If Goods with a defect are not covered by a warranty (e.g. due to the expiration of the warranty period or the breach of the warranty terms), the Customer may agree with the Seller on the terms of the non-warranty repair, the estimated repair price and the deadline for the repair.
 20. If, during the repair period there are circumstances that may affect the agreed terms of repair, an increase in the estimated repair price, or an extension of the agreed repair period, the Seller or its authorized person shall inform the Customer in an appropriate manner about these circumstances and request his/her consent to the changed terms of the repair. If the Seller does not agree with the Customer on the changed terms, the Contract for Repair of Items is terminated and the Customer is obliged to pick up the Goods and pay the Price for the previously agreed work and reimbursement of the incurred costs.
 21. When submitting the Goods for non-warranty repair, the Seller or the designated authorized person shall agree with the Customer on the anticipated deadline for picking up the repaired Goods. Goods that will not be picked up in time after the repair will be loaded in accordance with Section 656 of the Civil Code.
 22. If a Customer who is a consumer is not satisfied with the manner in which the Seller has handled his/her complaint or if he/she believes the Seller has



breached his/her rights, he/she has the option to contact the Seller for repair. If the Seller responds or fails to respond to a request for repair within 30 days of the date of sending, the Consumer has the right to make a proposal to open an alternative dispute resolution according to Section 12 of Act No. 391/2015 Coll. on an Alternative Dispute Resolution of Consumer Disputes and on Amendments to Certain Acts.

23. The Competent Body for Alternative Dispute Resolution with the Seller is the Slovak Trade Inspection at Prievozská 32, 827 99 Bratislava 27, www.soi.sk or another relevant legal entity registered in the List of Alternative Dispute Resolution Bodies maintained by the Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk>); a Customer who is a Consumer has the right to choose which of these alternative dispute resolution entities to address.
24. Customers who are consumers are entitled to use the online dispute resolution platform (hereinafter "DEP") to resolve their disputes in the language of their choice. A Customer who is a Consumer may use the DEP platform, which is available on the website, to resolve his/her dispute <http://ec.europa.eu/odr>. A Customer who is a Consumer completes an electronic complaints form when submitting a DEP submission.
25. Complaints and suggestions can be filed by the Customer in writing to the address of the Seller's registered office or to the e-mail address info@flameneo.sk. The response will be sent to the Customer depending on the form of grievance or complaint filed within 30 days of receipt.

Art. VIII – Final Provisions

1. Prior to the first use of the Goods, the Customer has to study the warranty conditions, including the operating instructions, and consistently follow this information.
2. The tax and accounting document, the invoice, with the quantification of the total price for the Goods will be handed in with other documentation on the delivery of the Goods, unless the Seller and the Customer agree to deliver it by email.
3. A Customer who is not a Consumer has the option of withdrawing from the Purchase Contract within 14 days without giving any reason if the Goods are unpacked and undamaged. The declared state "unpacked and undamaged" will be judged by the Seller. If the Seller considers that the declared status is inappropriate, withdrawal from the Purchase Contract is valid.
4. The Seller reserves the right to change these GTC's. It is the Seller's obligation to publish any change to these GTC's on the websites www.flameneo.sk and www.flameneo.com in good time before the entry into force of the intended change to these GTC's. The GTC's that were effective



at the time of the conclusion of the Purchase Contract is covered by the Purchase Contract.

5. The Contracting Parties have agreed that the communication between them will be performed mainly in the form of e-mail communications.
6. These GTC's become effective toward the Customer by concluding a Purchase Contract.
7. These GTC's are effective from 25.05.2018.