

The operator of an online store located under the domain zuzanapetrakova.com is:

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**Bratislava**

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# Article I – Terms

**Seller:** Zuzana Petránková, who acts within the subject of her authorial artistic activity when concluding and fulfilling the purchase contract in their own name, on their own account and through the E-shop is selling her own artworks

**Consumer:** individual who purchases artworks through E-shop located on domain [www.zuzanapetrakova.com](http://www.zuzanapetrakova.com) and who does not use these works for execution of employment, profession, or business

**E-shop:** Seller's online shop located at [www.zuzanapetrakova.com](http://www.zuzanapetrakova.com)

**Goods:** Artworks offered through the E-shop

**Order:** the Consumer's action in connection with the E-shop, which expresses the Consumer's will to buy Goods in E-shop

**Price:** the total price specified in the Order, in particular the price for all the Goods ordered by the Consumer and is listed in the Order, as well as VAT or other taxes, charges, including shipping costs

**Shipping:** the cost of transporting the Goods to the Consumer and possibly handling the Goods (eg, delivery Goods, etc.)

**GTC:** these General Terms and Conditions

## Article II – General provisions

These GTC regulate:

- the process of purchasing the Goods by the Consumer through the E-shop,
- conditions of sale and purchase of Goods through the Seller's E-shop,
- the rights and obligations of the Contracting Parties, i. j. Seller and Consumer resulting from purchase
- a contract concluded between these parties for the purchase and sale of the Goods through the Seller's E-shop.

# Article III – Order and contract

1. The consumer orders the Goods from the Seller through the E-shop located under the domain [www.zuzanapetrakova.com](http://www.zuzanapetrakova.com).
2. Description of the Goods, its properties, its price are stated in the E-shop of this Goods.
3. Purchase of Goods in the E-shop is not subject to registration in the E-shop.
4. The consumer orders the Goods from the Seller through the E-shop according to the instructions listed in this E-shop.
5. After you press the "TO CART" button next to the Goods, the ordered Goods will be automatically added to the shopping cart. Consumer has his shopping cart available for inspection at any time during that Consumer continues shopping in the E-shop.
6. In the shopping cart view, the Consumer also chooses the method of shipping of the Goods according to the possibilities, offered by the Seller.
7. To the prices for individual Goods shall be added the price for Shipping according to the selected mode of transport, if The Seller allows to transport the Goods in several ways.
8. The consumer completes the order by pressing the "Order with payment obligation" button. Before that, Consumer is obliged to get acquainted with these GTC and confirm this by clicking on the button "I confirm that I have read the General Terms and Conditions of the E-shop [www.zuzanapetrakova.com](http://www.zuzanapetrakova.com)".
9. By sending an Order, eg. by pressing the "Order with payment obligation" button Consumer also confirms that he / she has been informed by the Seller about:
  - the characteristics of the Goods,
  - the total Price the Consumer is obliged to pay to the Seller.
10. After the Order is created, this Order will be registered in the E-shop system. Seller sends the following to the Consumer's email address provided by the Consumer at registration:
  - confirmation of the Order with information about the Order,
  - the GTC which is valid and effective at the time the Consumer creates the Order,

- Complaints procedure of the Seller, if not included in the GTC.

11. The Seller shall commence the manufacture of the Goods only after payment of the full Price of the goods. If Consumer will not pay the price of the goods within 5 working days, the seller has the right to cancel the order.

12. By paying the Price of the Goods, the Contract for the Purchase of Goods shall be deemed concluded and its subject matter shall be delivery in the Order of the specified Goods at the price specified therein, all under the conditions, which are contained in the documents pursuant to point 11 of this Article of the GTC.

## Article IV – Payment and delivery terms

1. The Consumer may pay the price according to the Order:

- PayPal payment gateway;
- Bank transfer;
- cash on delivery;
- direct deposit in the bank to the Seller's account.

2. The Seller does not charge any fee for the payment of the Price. However, the Seller has warned the Consumer, that the entity with which the Payment is made may charge a fee (e.g. bank on deposit).

3. The Consumer undertakes to pay the Price within the period specified in the Order.

4. Payment shall mean the moment when the Price is credited to the Seller's account.

5. The Seller undertakes to deliver the ordered Goods to the Consumer within 10 working days from Payment of the Order Price.

6. The Seller shall deliver the ordered Goods to the Consumer to the address specified by the Consumer as delivery address in the Order.

## Article V – Advice on Consumer Law withdraw from the contract

1. The consumer has the right to withdraw from the contract without giving any reason within 14 days of the purchase of the Goods. For withdrawal from the contract, consumer shall use form FORM FOR THE WITHDRAWAL FORM THE CONTRACT provided on the seller's website.
2. In the event of withdrawal from the contract, the consumer shall be refunded the original price minus the transport costs.
3. When returning the goods, the consumer is obliged to deliver the Goods to the Seller in its original condition. In the event of any damage to the Goods, the Consumer shall not be entitled to a refund of the Goods.

# Article VI – Acquisition of ownership and transition risk of damage to the Goods

1. The consumer acquires ownership of the Goods by taking it over from the Seller.
2. The risk of damage to the Goods passes to the Consumer at the time it takes over the Goods from The Seller, or if it fails to do so in a timely manner, at a time when the Seller allows it to dispose of Goods and Consumers will not accept Goods.

# Article VII – Complaint Procedure (Liability) for defects, warranty, complaints)

1. When accepting the Goods, the Consumer shall check:

- whether the Goods were delivered to him in accordance with the Order,
- whether the Goods have been delivered in quantity in accordance with the Order,
- whether the Goods or their packaging is damaged.

2. In the case of delivery of the Goods to the Consumer such that he / she has not ordered, the Consumer shall immediately, within 24 hours contact the Seller by an e-mail. In this case, the consumer is authorized to refuse receipt of the Goods and to write down a record of non-acceptance of the consignment with the person who delivered those Goods.

3. In the case that the Goods have been delivered to the Consumer which shows signs of damage, manifest defects, or has smaller quantity than ordered by the Consumer, the Consumer is obliged to take over the Goods, however, state these in the delivery note. The consumer is obliged to send such delivery note immediately Seller and claim claims from defects. Later claims regarding damage, destruction or quantity of the Goods upon delivery shall not be accepted.

4. The consumer can claim the Goods by e-mail at: [zuzana.petrakova@gmail.com](mailto:zuzana.petrakova@gmail.com) or by mail at the Seller's current registered office, together with documents such as delivery note, invoice. Consumer shall use CLAIM FORM specified on seller's website. In the claim the consumer is obliged to state:

- own identification data,
- Seller's data,
- a description of the Goods claimed by the Consumer,
- description of defects in Goods and
- Order number to which the claim relates.

5. If the claim is made by means of remote communication, the Seller is obliged to confirm the delivery of the claim to the Consumer immediately. If the immediate confirmation is not possible, it must be delivered at the latest together with document of completed claim process.

6. The warranty period begins on the date on which the Consumer receives the Goods. The warranty period is 24 months, unless otherwise stated in the documents relating to the Goods. If it is on the



Goods, its packaging or longer period of warranty, the warranty period will not expire before the expiry of this time. Rights arising from liability for defects shall apply to the Seller in the manner specified below.

7. The warranty does not cover damage caused to the Goods, including but not limited to:

- natural or excessive mechanical use,
- contamination of the Goods or parts thereof as a result of neglected maintenance or neglect of care of Goods,
- using the Goods in conditions that do not correspond to their temperature,
- dust, moisture, chemical and mechanical effects of the environment in which the Goods are commonly used,
- external influences, e.g. drop or impact, water ingress, fire,
- tampering with the Goods by unauthorized persons (unprofessional repairs, assembly or modifications),
- when using the Goods in contradiction with the instructions, technical standards, other documentation or for the purpose for which the Goods are intended,
- mechanical damage, in particular torn, cut, thermally damaged Goods,
- Goods damaged by careless disproportionate physical treatment, deliberate scratching layers of Goods and the like,
- failure to report any obvious defects in the takeover of the Goods,
- after the warranty period has expired.

8. The warranty also does not cover damage caused by a natural disaster, natural disaster, violent damage, weather conditions or traffic in extreme and unusual conditions.

9. The Seller shall be liable for any defects that the item has on sale by the Consumer. For items sold for a lower price is not responsible for the defect for which the lower price was negotiated.

10. If the items are not perishable or used, the Seller is responsible for defects that occur after the receipt of the item within the warranty period (warranty).

11. The seller is obliged to determine the method of handling the claim immediately, in more complicated cases within 3 days from the beginning of the complaint procedure, in justified cases,

especially when technical assessment of the condition of the Goods is required, no later than 30 days from the date of commencement of the complaint procedure. Announcement of the method of handling the complaint may be made by the Seller as well in the form of an e-mail notification to the e-mail provided by the Consumer at registration. After determining the method of handling the claim The seller will handle the claim immediately, in justified cases it is possible handle the claim later, but at most 30 days from the day of the claim. After the futile expiry of the deadline for handling the claim, the Consumer has the right from Purchase contract withdraw.

12. If the defect is removable, the Consumer has the right to have the defect removed at no cost by the Seller. The Seller has the right to replace the defective Goods with no defective Goods instead of repairing the defect. If it is a defect that cannot be removed and that prevents the Goods from being properly used as without defects, the Consumer has the right to replace the Goods or has the right to withdraw from the contract. Same rights has also the Consumer in the case of removable defects, which prevents using the goods properly. If it is an irremovable defect that does not prevent proper use according to the Order, the Consumer is entitled to a reasonable discount.

13. The warranty period is extended by the duration of the claim by the processing of a justified complaint.

# Article VIII – Personal data and their protection

1. The Seller collects Consumer Personal Data to the extent required by the Seller registration in the E-shop, through registration in the E-shop in order to perform the contract in which the Consumer acts as one of the contracting parties. For processing Consumer Personal Data according to the previous sentence, in accordance with § 10 par. 3 letter b) of Act no. 122/2013 Coll. on protection personal data and on amendments and supplements to certain laws, as amended (hereinafter referred to as the 'Act No. 122/2013 Coll. ') Does not require the Consumer's consent as a data subject.

2. If the Consumer clicks the "consent to the processing of personal data" button when registering, by the Seller's consent pursuant to the provisions of Art. Section 11 of Act no. 122/2013 Coll. To process this a store his personal data to the extent of registration for marketing purposes; j. especially on sending information about new offers of the Goods of the Seller, about discounts, benefits, etc. Agree with by processing personal data, the Consumer grants to the Seller for an indefinite period of time a The consumer may withdraw it at any time in writing. Consent shall expire within 1 month of delivery of the consumer's withdrawal of consent to the Seller. If the Consumer withdraws its consent the processing of personal data, within the period referred to in the previous sentence, his access to his or her shall also be terminated account created in E-shop.

3. The consumer confirms that he has been by clicking on the "consent to the processing of personal data" button advised on the voluntary nature of the required personal data as well as on their rights as of the person concerned pursuant to Act No. 122/2013 Coll. The consumer confirms that he was the Seller before informed, in particular by providing consent to the processing of personal data, about:

- identification data of the Seller,
- the purposes of processing personal data,
- the extent of personal data being processed,
- other information necessary for the Consumer to guarantee its rights and rights
- protected interests, in particular that

4. The Seller shall provide the Consumer's personal data to third parties in the event of an investigation of the commission crime, misdemeanor or violation of other regulations (eg in case of violation of rights to protection of personality or intellectual property rights), in particular to bodies

active in the criminal proceedings, court, district office, etc.,

5. The Seller shall not disclose the Consumer's Personal Data,

6. The Seller instructed the Consumer about his rights as a data subject, mainly arising from Section 28 of Act no. 122/2013 Coll.

7. The Consumer has the right to request from the Seller upon written request:

confirmation whether or not his personal data are processed,

- in a generally comprehensible form of information on the processing of personal data in the information
- the system and become familiar with the process of processing and evaluating operations,
- in a generally understandable form, accurate information about the source from which the Seller obtained
- his personal data for processing,
- in a generally comprehensible form, a list of his or her personal data which is the subject of the processing, correction or destruction of his / her incorrect, incomplete or outdated personal data subject to processing,
- destruction of his / her personal data whose processing has ended
- the destruction of his personal data which are subject to processing in the event of a breach
- bill
- blocking his / her personal data for withdrawal of consent before his / her time expires
- validity if the Seller processes personal data with the consent of the data subject.

8. Upon written request, the consumer has the right to object to:

- the processing of its personal data which it assumes are or will be processed into the purpose of direct marketing without his consent and to request their liquidation,
- use of personal data to the extent - title, name, surname and address - for direct purposes
- postal marketing, or
- providing personal data in the scope - title, name, surname and address - for the purposes of direct marketing.



## Article IX – Final provisions

1. The relations not regulated by the Order and these GTC are subject to the relevant provisions of Act No. 102/2014 Coll. on the protection of consumers in the sale of goods or services under remote contract or contracts concluded off the premises of the seller and on change and Amendments to Some Acts, Act no. 250/2007 Coll. on consumer protection and on amendment of the law Slovak National Council no. 372/1990 Coll. on offenses, as amended, Act no. 22/2004 Coll. on electronic commerce and on amendment of Act No. 128/2002 Coll. on state control of the internal market in matters of consumer protection and amending certain laws as amended by Act no. 284/2002 Coll., Act no. 40/1964 Coll. Of the Civil Code, as amended regulations.
2. The consumer declares that he / she is familiar with these GTC and undertakes to observe them.
3. These terms and conditions are valid in the wording and scope stated on the website store on the day the buyer sends the electronic order. The buyer declares that he understands these terms and conditions before completing the order and that he agrees with them. By sending the order buyer accepts all provisions of these terms and conditions without reservation. The seller does not take responsibility for damages caused by operation or use of the product purchased in an online store if this product has been used in violation of the instructions and operating instructions specified by the manufacturer or supplier. Nor shall he be liable for damages caused by the operation or use of the product under conditions which do not conform to specified product (eg inappropriate temperature, humidity, chemical environment or mechanical effects) environment) or for damage caused by improper treatment or neglect of the product. The Seller reserves the right to change the wording of these Terms and Conditions. These business the terms come into effect on 16.11.2019.

# Article X – Proprietary and reproductive rights

1. By selling a work, print reproduction, printed photo, or however modified form of work on this site are no other user rights being transferred to the buyer. Work can be used for decorative purposes only. It is prohibited in any physical or electronic way in particular, but not only:

- reproduction,
- copying,
- modification or derivation
- saving to any database,
- propagation,
- commercial use of the work, or any part of it, as well as images posted on our site.

2. In case of violation of any of these regulations, such proceedings shall be settled by a court way.

3. The owner of copyright, reproduction and user rights of all artworks published on the website [www.zuzanapetrakova.com](http://www.zuzanapetrakova.com) is Zuzana Petráková. The owner of the entire content of [www.zuzanapetrakova.com](http://www.zuzanapetrakova.com) is Zuzana Petráková and is protected by international copyright laws. Any content on our site that is not our property is used with the permission of our suppliers.