

Terms and Conditions of Tachyon Electronics s.r.o.

Version 1, effective from Dec. 7 2018

The operator of the eshop located at the website **tachyonelectronics.com** (hereinafter referred to as "eshop") is the company **Tachyon Electronics s.r.o.**, with the company registration number: 52 062 414, with registered address: Diamantová 15, 040 11 Košice, Slovak Republic, phone: +421 918 443 689, email address: info@tachyonelectronics.com (hereinafter referred to as "the operator" or "the seller").

The Operator publishes the following terms of use of the eshop, regulating the reciprocal rights and obligations between the operator and the visitor who is purchasing goods through the use of the eshop (hereinafter referred to as the "buyer").

The e-shop operator offers in the position of the seller the sale of goods listed in the eshop.

A. Ordering process

1. Order

- a) The buyer can perform an order only by filling in the electronic form on the seller's website or by communication with the seller in written form (e.g. email).
- b) **Submission of a filled order to the seller is considered as a proposal of the buyer to enter into a remote Purchase contract with the seller.**
- c) **The Purchase contract is concluded after the order has been approved by the seller and comes into effect for an indefinite period of time.**
- d) The seller is entitled to refuse the proposal to enter into a purchase contract and informs the buyer about this fact without undue delay.

2. Order submission

- a) Following the approval of the order by the seller, the buyer is informed about this through a confirmation email, which also serves as a **confirmation of the conclusion of the Purchase contract.**
- b) **If the goods ordered are not in stock at the time of order submission, the buyer shall pledge to pay an advance equal to the full amount of the purchase price of the ordered goods (unless expressly agreed otherwise) within 7 business days after the approval of order.** In the event that this does not happen, the seller reserves a right to cancel the order in accordance with point B.3.
- c) By submitting the order, the buyer confirms that he/she has been sufficiently informed about the nature and character of the product and agrees with the proposed purchase price.
- d) **The seller reserves a right to postpone the expedition of the goods until the full purchase price for the goods has been paid.**

3. Ownership of the sold goods

The ownership of the goods is transferred to the buyer immediately, and only after the obligation to pay the full purchase price has been fulfilled.

4. Payment

- a) **The purchase price** is stated in the order form, as well as in the confirmation email sent after its approval by the seller.
- b) **All payments between seller and buyer are made exclusively by PayPal (operated by PayPal Holdings, Inc.) or by bank transfer.**
- c) Following the conclusion of the Purchase contract, the buyer is provided with a confirmation through email
- d) In certain cases, the Buyer is entitled to pay an advance for the goods in accordance with point A.2.b
- e) If a deposit has been paid for the goods, it will be debited on the day the goods are dispatched and its sum is deducted from the purchase price of the goods to be paid by the customer.
- f) The buyer receives a confirmation of payment in the form of an email after the goods have been paid, which also serves as a receipt
- g) The Buyer has the right to cancel the order by withdrawing from the Purchase contract at any time before the ordered goods are expedited, in accordance with point B.

5. Delivery time

- a) **In the event that the ordered goods are in stock**, the goods are expedited to the buyer within 7 business days (with exception described in point A.2.d)
- b) **In the event that the ordered goods are not currently in stock**, the seller informs the buyer about an estimated date of expedition of the goods as soon as the order has been received an approved, or during the process of the order submission itself. **The estimated delivery date is only informative and the seller does not guarantee its thorough fulfillment.**

6. Shipping and delivery

- a) If the seller and the buyer did not agree otherwise, the delivery of the ordered product is performed by Slovenská pošta a.s.
- b) The seller is not responsible for any damage or loss caused by the carelessness or inappropriate handling of the product during transportation or in any other way caused by the shipping company.
- c) The seller is not responsible for any delay in shipping cause by submission of incorrect shipping information by the buyer, or by the inability of the shipping company to reach him/her during delivery.
- d) The seller is not responsible for the shipping company's failure to meet delivery time.

7. Cancellation of an order

- e) Both the buyer and the seller have the right to cancel an order at any time prior to the expedition of the goods by withdrawing from the purchase contract (see point B)

B. Withdrawal from the Purchase contract

1. Right of withdrawal from the Purchase contract
 - a) **The buyer has a right to withdraw from the purchase contract without the need to state a reason within 14 days of the delivery of the goods** by providing a written notice of withdrawal to the other party, unless this conflicts with the following point:
 - b) The buyer **does not** have a right to withdraw from the Purchase contract if any of the following is true:
 - The purchased product was made bespoke or exclusively for the specific buyer
 - The product itself (in this case, the buyer may have the right to file a warranty claim in accordance with point C) or its protective casing was damaged
 - c) **The seller** reserves the right to withdraw from the purchase contract at any time before the goods are dispatched
2. Method of withdrawal from the Purchase contract
The buyer or seller may withdraw from the purchase contract **only** by informing the other party in writing about this fact.
3. Refund - legal duty of the seller
The seller has the legal obligation to refund all costs associated with the sale of the goods, including the cost of the **cheapest option of shipment of the goods** without delay within 14 days of the withdrawal from the purchase contract. **If the buyer opts for a different shipment option than the cheapest option, the seller is not required to pay additional costs, i.e. the difference between the chosen and the cheapest option.**
4. Return of goods to the seller - legal obligation of the buyer
 - a) The buyer has the legal obligation to return the purchased goods to the seller within 14 days following the withdrawal from the purchase contract. The buyer has a right to postpone the return of the goods until he/she receives a refund of the purchase price.
 - b) The buyer is obliged to pay the costs associated with the return of the returned product, unless the seller expressly offers to cover these costs.

C. Warranty claims

1. The seller is liable for defects of goods within the scope of Section 619 et seq. of Act no. 40/1964 Coll. Civil Code of the Slovak Republic as amended.
2. **The warranty of the purchased product(s) becomes void, if:**
 - The product is used for a different purpose or in different way than what was stated in the product's description or user manual, or
 - The product was damaged or its damage was directly caused by the user and his/her careless manipulation / use of the product, such as: impacts, exposure to water, fire or electrical currents that do not comply to the product's specification, or
 - Any other conditions specified in the product's user manual are met.
3. Goods purchased through the internet eshop of the operator may be warranty-claimed only through a written request by the buyer, sent to the address of the seller together with the goods claimed, proof of purchase and proof of payment of the purchase price.
4. **Warranty claims must include:**

- Order number
 - Name and address of the seller to whom the claim is addressed
 - Name, address and email address of the buyer
 - Reason for the claim
 - The rights that are applied in accordance with the seller's liability for defects of the product
 - Date and signature
5. The buyer's rights under the buyer's liability for defects are laid down in Paragraphs 622 and 623 of Act No. 40/1964 Coll. Civil Code of the Slovak Republic as amended. These buyer's rights expire if they were not exercised in the above manner during the warranty period.
 6. The warranty claim is considered handled by either returning the repaired goods, exchanging the goods, returning the purchase price of the goods, paying an appropriate discount on the price of the goods, a written request for acceptance of liability or a reasoned refusal.
 7. The seller is obliged to confirm to the buyer the receipt of the claim without undue delay
 8. The seller shall be obliged to determine the manner of handling of the claim without undue delay upon receipt. The seller is bound by the buyer's decision as to which of the rights of liability for defects apply to the claim. The buyer shall be notified about this decision without undue delay.
 9. The handling of warranty claims may not take longer than 30 days from the date of application. After expiration of the deadline for handling the claim, the buyer has the right to withdraw from the contract or has the right to exchange the claimed goods for new goods. The seller is obliged to give the buyer a written confirmation of the furnishing of the claim within the given time.
 10. Confirmation of receipt of a claim, notification about the manner of handling the complaint, confirmation of the handling of the claim or claim rejection will be sent to the buyer only to his / her email address.

D. Privacy policy

1. The Buyer may, when visiting the portal and during its further use, provide the Operator with personal data as per par. 4. The **Buyer** therefore **expressly agrees with:**
 - **processing personal data**
 - **use of the personal data to the extent necessary to achieve the purpose under par. 3 of this article**

Buyer's consent enters into force at the time of the voluntary provision of personal data through the order and lasts for two years.

2. By voluntarily submitting personal data or completing the registration, **the buyer declares that the provided data is correct, true and up to date, or is otherwise liable**

for any damage caused by incorrect, untrue or outdated data to the operator.

Buyer is obliged to report to the operator any change in his or her personal data.

3. The purpose of processing personal data, according to par. 4 is to enable mutual communication between the buyer and the seller, to allow the buyer to provide the goods or services requested, to allow the issuance of the tax document and the delivery of the requested goods and to allow the seller to send optional advertisement offers.
4. **The operator may process some of the personal data or records of a personal nature** defined to the following extent:
 - Full name,
 - Residence or registered office,
 - Email address,
 - Telephone number,

for the duration of the buyer's consent.

5. Authorized person is a person who comes into contact with the buyer's personal data in the context of his or her employment relationship or under the authority of the operator. The buyer may request the notification of the identity of the authorized person who obtains personal data on behalf of the operator on the basis of a written request addressed to the operator.
6. **The buyer's rights in relation to the protection of personal data** are governed by Section 28 of Act No. 122/2013 Coll. Of the Slovak Republic, as amended. In particular, the buyer has the right, on the basis of a written request addressed to the operator, to request:
 - a) confirmation whether personal data are processed or not

b) in a generally understandable form, any information about the processing of personal data within the information system in the scope according to § 15 par. (1) (a) to (e), second to sixth paragraphs of Law No. Decree No. 122/2013 Coll. Of the Slovak Republic, as amended,

c) in a generally understandable form, precise information on the source from which the operator has obtained his or her personal data for the processing,

d) in a generally understandable form, a list of his or her personal data which is the subject of processing,

e) correcting or liquidating any incorrect, incomplete or outdated personal data that is being processed,

f) the liquidation of those personal data whose purpose of processing has ended; if they are the subject of processing, official documents containing personal data, he / she may request their return,

g) the liquidation of his or her personal data which is the subject of processing, in the event of a violation of law,

h) blocking his or her personal data for the purpose of withdrawing consent prior to expiry of its period of validity.

7. Buyer's rights may be restricted only if such a restriction results from a separate law or its application would violate the protection of the buyer or violate the rights and freedoms of other persons concerned.
8. Upon written request, the buyer has the right to object to the processing of his or her personal data for a purpose other than that specified in par. 3.
9. Buyers may use cookie files (short text files that the buyer's internet browser stores on the device through which the buyer visits the portal). By visiting and using the portal the buyer agrees to cookies being stored on his / her device.
 - temporary cookies (primarily used to identify the buyer while it is logged on to the portal. Temporary cookies will automatically be deleted when the buyer's internet browser is turned off)
 - long-term cookies (mainly for long-term preservation of the personal settings of the buyer's internet browser. Long-term cookies are retained on the buyer's device even after the device has been shut down)

and at the same time that the operator uses these files for his own advertising or statistical purposes.

The purchaser's consent persists as long as the browser's settings are maintained. By changing the buyer's internet browser settings or by prohibiting the use of cookies, buyer's consent expires.

A. Final provisions

1. The relationship between the respective seller and the buyer is exclusively governed by the law of the Slovak Republic.
2. The information referred to in these terms and conditions are an integral part of the purchase contract between the buyer and may only be modified with the express agreement of both parties.
3. The supervisory authority to which some of the activities of the operator are subject is the Slovak Trade Inspection.
4. Legal relations not amended by these terms are governed by generally binding legal regulations of the Slovak Republic.
5. In the event that any provision of these terms and conditions for the use of the eshop is or becomes invalid, ineffective and / or unenforceable, the validity, effectiveness and / or enforceability of other provisions shall not be affected. In such a case, the operator undertakes, without undue delay, to replace the provision in question with the provisions of the new provisions in force, the content of which will, to the maximum extent possible, serve the purpose of the original provision.
6. These terms of use of the eshop come into effect on December 7, 2018