

# Terms And Conditions

## 1. Opening Provisions

1. Under these General Terms and Conditions (hereinafter “GTC”), we define the relationship between our company, Tech Services, s.r.o., Žriedlová 28, PSČ 040 01 Košice, Slovakia, BIN: 36732281, TIN: 2022324755, VAT: SK2022324755, registered in the Business Register of District Court Košice I., Section: Sro, File No. 24455/V, as the seller and operator of the e-shop at [www.safebreath.help](http://www.safebreath.help), and you, our customer, who enters into a purchase agreement with us.
2. We apply a uniform approach to our customers and provide them with the same benefits, whether they are consumers or not. Therefore, the rules set forth in these Business Terms and Conditions are applicable to all our customers.
3. These Terms and Conditions cover primarily the purchase of goods on our e-shop. They shall apply to the purchase of goods through direct sales.
4. All contractual relations are concluded in accordance with Slovak laws. If one of the contracting parties is a Consumer, relations not regulated by these GTC shall be governed by the Civil Code (Act No. 40/1964) and Act No. 102/2014 on consumer protection in distance selling.
5. The GTC may be amended by the Trader. Please read these GTC carefully prior to using this website. By placing an order, you agree to be bound by these GTC. By purchasing a product from this website, you enter into a contract with us under these GTC.

## 2. Conclusion of the Purchase Agreement

1. You can enter into a purchase agreement with us remotely via the e-shop.
2. In the case of a purchase agreement concluded remotely, the order placed by the order’s submission on the website shall constitute a draft purchase agreement. The order shall be valid for the period of 21 days and we will confirm its receipt by e-mail. The purchase agreement shall then be concluded upon our acceptance of the draft in the form of shipping the ordered goods. We will inform you of the shipment of goods by e-mail.
3. We supply goods only in a quantity usual for household consumption. In specific cases (especially in the event of discounts or clearance sales), we are entitled to determine a maximum quantity that we can supply.

### 3. Withdrawal for No Reason

1. By law, you are entitled to withdraw from an agreement concluded on the Internet without giving a reason within 14 days of delivery of the goods.
2. If you wish to exercise this right, you must notify us of your decision to withdraw from the agreement within the aforesaid time limit. The best way to do this is to contact us at [support@safebreath.help](mailto:support@safebreath.help). You can also use the model agreement withdrawal form found [here](#).
3. In the event you withdraw from the agreement, we will refund you the purchase price of the goods. In the event of withdrawal within 14 days of the delivery of the goods, you shall also be entitled to a reimbursement of the costs of delivery in an amount corresponding to the least expensive offered method of delivery. In the event of a later withdrawal from the agreement, we will refund only the purchase price of the goods. The aforesaid funds shall be refunded without delay, no later than 14 days from the date of withdrawal. However, in accordance with the law, we may wait with the payment until you return the goods. For the refund, we shall use the same means of payment you used to pay the purchase price, unless we agree otherwise.
4. Without delay, no later than 14 days from the date of withdrawal, you should send the goods to Tech Services, s.r.o., Žriedlová 28, PSČ 040 01 Košice, Slovakia. In that case, you shall bear the costs associated with the return of the goods.
5. The provisions of the act on withdrawal from the contract within 14 days, however, cannot be interpreted as a possibility for free rental of the goods. Should the Consumer exercise their right to withdraw from the contract within 14 days of receipt of the product, they shall be obliged to return to the Trader everything they received in relation to the contract (including accessories, warranty card, instructions for use, tax documentation, etc.) within 14 days of the withdrawal. If the goods are not returned in the original packaging, or if the goods or the packaging are damaged, the Trader should reject this right.
6. Products subject to withdrawal shall be sent to the Trader's address by registered post, not using the cash on delivery method. The Consumer shall bear the direct costs of returning the goods.

## 4. Complaints

1. If the goods show a defect upon delivery, we can agree on compensation in the form of a voucher. You shall also be entitled to require the removal of the defect in the form of a replacement delivery or repair. In the event that the removal of a defect is impossible or unreasonable for us, you shall be entitled to claim a discount on the purchase price and, if the defect is substantial, you may also withdraw from the purchase agreement. You shall also have these rights if such a defect is manifested later.
2. We shall be liable for defects in the goods if the defects are manifested within two years of the delivery of the goods or before the expiry date stated on the packaging.
3. Goods shall be considered defective, in particular, when they do not have the usual or presented properties, do not serve their purpose, do not comply with statutory requirements or have not been delivered in the agreed quantity. Please note that an increased sensitivity or allergic reaction to the delivered goods cannot in itself be deemed a defect in the goods. Likewise, shortcomings in gifts and other gratuitous performance we provide beyond the scope of your order do not constitute a defect. Pictures of goods in our e-shop are illustrative only and do not constitute a binding depiction of the goods' properties (for example, the packaging may differ due to a change made by the manufacturer).
4. We will be happy to answer any questions regarding complaints at [support@safebreath.help](mailto:support@safebreath.help). Please send us the goods under complaint to Tech Services, s.r.o., Žriedlová 28, PSČ 040 01 Košice, Slovakia together with a completed complaint form that can be found [here](#). In the event you fill in the form without the assistance of our staff, please remember to indicate what you find to be a defect or how the defect is manifested, and your requirement as to the method of handling your complaint.
5. We will inform you of the progress of the complaint, in particular of its receipt, acceptance or rejection, via e-mail or text messages.
6. We will make a decision on the complaint without delay. The processing of the complaint including the defect removal will not exceed ordinarily 30 days. Otherwise, you shall be entitled to withdraw from the purchase agreement. It is necessary for you to provide us with the assistance required to meet the above time limit.

7. In the case of a justified complaint, we shall bear the costs associated with the return of the goods.

## 5. Method of Payment and Delivery

1. Prior to the shipment of the order, we will notify you of the method of payment and delivery and the associated costs.
2. The currently offered method of payment can be found [here](#).
3. The currently offered method of delivery can be found [here](#).
4. We reserve the right to provide the delivery of goods free of charge in selected cases.

## 6. Miscellaneous

1. We can provide our customers with various discounts and gift and other vouchers. Their use is governed by rules, of which we shall inform the customer in each individual case. Unless stated otherwise, each discount or gift voucher can only be used once, and only one voucher of the same type can be used per purchase. Unless provided otherwise, discounts cannot be combined. In the event the value of the gift voucher is greater than the value of the entire purchase, the difference shall not be transferred to a new voucher and the unused amount shall not be refunded.
2. In connection with the purchase made, you may receive an evaluation questionnaire from a third party. You can share your experience with the purchase and the goods with others. We will be very happy if you out in the questionnaire.

## 7. General Information

1. In accordance with the Act on the Registration of Sales, the seller is obliged to issue a receipt to the customer. The seller is also obliged to register the sale online

with the tax authority, in the event of a technical failure no later than within 48 hours.

2. In case of disputes, they can be settled on-line with the competent entity which is Slovenská obchodná inšpekcia (SOI), <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>. The dispute can be settled **on-line**, amicably and out of court.
3. All prices of products and services are provided including VAT applicable at the time of placing the order. We are charging sales tax for merchandise ordered on this Website based on Slovakia sales tax rate. In the event the tax rate changes before the conclusion of the purchase agreement or before the shipment of the goods, the customer shall be obliged, taking into account the selected method of payment, to settle any purchase price underpayment, or the seller shall promptly send the customer an e-mail asking the customer to communicate where the seller can pay any purchase price overpayment to the customer.
4. By placing the order, you consent to receiving an electronic tax invoice. The invoice will be sent electronically in an e-mail about the dispatch of your order. If you want to also receive the invoice in print, please send us a message and the invoice will be included in your parcel along with your purchased items.
5. All prices of goods, including discount prices, are valid until further notice or until stocks are sold out.
6. **Jurisdiction clause:** Any dispute arising from or in relation to the use of this website or to the contract shall be subject to the exclusive jurisdiction of Slovak courts.
7. Supervisory authority: The Slovak Trade Inspection, the Inspectorate of the Slovak Trade Inspection in Bratislava for the Bratislava region, Prievozská 322, P.O. Box 5, 820 07 Bratislava 27, the Technical Product Control and Consumer Protection Department and the Legal Department.
8. **Final provisions:** These GTC shall be effective as of 1.11.2020. We reserve the right to amend these GTC without prior notice.
9. The terms and conditions can be downloaded **here**.