

## Full wording of the General Terms and Conditions

Although we strive to process all your orders as quickly and comfortably as possible, sometimes we might not avoid minor complications. In these cases we proceed according to the following general terms and conditions. We are always ready to serve you at [info@lipaka.com](mailto:info@lipaka.com).

### 1. Subject matter

These General Terms and Conditions regulate the rights and obligations of **the buyer** and **the seller** arising from a distance purchase contract concluded via internet sales.

Any **individual** of legal capacity who has expressed an interest in purchasing publications on the website [www.lipaka.com](http://www.lipaka.com) and is willing to conclude a consumer sales contract with the seller may become a **buyer**.

Other persons and organisations may also become buyers – in accordance with point 2c) of these Terms and Conditions.

#### The seller is:

Vladimír Hauser - Lipaka.com  
Priehradka 4341/21,  
036 01 Martin,

TIN: 1086771257

(hereinafter referred to as “Seller”).

**The seller’s business** is the sale of publications in paper form as well as the sale of licences for the use of publications distributed in electronic form without a tangible medium. The method and the rules of sale are defined by these Terms and Conditions.

**The sales** are made through an online shop that is located at [www.lipaka.com](http://www.lipaka.com)

### 2. Purchase options and customer registration

a) If you are **an individual** of legal capacity older than 16 years and you decide to register for free in our shop (create an account), you will get:

- An overview of all publications purchased so far,
- In the case of publications already purchased in electronic form, you can download them again at any time,
- Information about the status of your orders,
- Ability to contribute to the discussion forum,
- Ability to leave comments on the publications offered,
- The possibility to subscribe to information about new publications,
- The possibility to cancel the registration at any one time free of charge by the buyer.

*Please note that your account cannot be lent to other persons.*

b) The online store [www.lipaka.com](http://www.lipaka.com) allows its customers – **individuals** – to purchase even without the registration. In this case we cannot however provide you with the benefits that registered customers have.

c) **If you are a business, a legal entity or a statutory representative acting on behalf of an organisation** and you are interested in purchasing the publications offered through [www.lipaka.com](http://www.lipaka.com) please contact us. **The sale will be based on individually agreed terms.**

### 3. Ordering goods and concluding a purchase contract

a) **To order publications** click on the cart image that is placed next to the selected publication. The publication will be inserted to your shopping cart. You will then be able to decide whether you want to close your purchase or continue shopping.

b) **The shopping cart content** can be displayed by clicking the shopping cart icon in the top right of the page where you can select „Details“ in the drop-down menu. After changing the quantity of ordered publications, it is necessary to press the button „Update cart“.

c) **You can access the order** by clicking on the „Review and order“ button. If you are purchasing for the first time or if you have decided to close the purchase without registering, you will need to fill in your billing information.

d) **Before placing an order** it is necessary to familiarise yourself with these [Terms and Conditions](#), [Rules of protecting and processing of personal data](#) and with [The Licence Agreement on the use of electronic content](#).

e) The order contains the buyer's consent with these General Terms and Conditions, whereby the buyer also:

- Declares that they have been informed of the possibility of withdrawal from the purchase contract within the meaning of point 10 of these Terms and Conditions
- **Declares that all the information provided by them is true.**

f) **The order must be confirmed** by clicking on the „Order with payment obligation“ button.

g) **After processing your order** you will receive a confirmation of receipt (order acceptance) at the e-mail address that you entered, which will contain the order number, name and specification of the publications, the price of the goods and the delivery costs (postage if you have chosen a paper form of the publication), the payment method chosen, the estimated delivery date, the information about the place where the publications will be delivered, information about the seller or other additional information. **By receiving a confirmation e-mail confirming the receipt of your order, the purchase contract is concluded**, and the contract for the provision of electronic content not delivered on a tangible medium, if the subject of the order is an electronic version of the publication. In case you are a registered customer (you have an account with us), your order will also be archived in „My Orders“ section that is accessible only by you after login.

h) If necessary, any additional information regarding the order can be sent to the buyer's email address.

## 4. Prices

- a) **There is a price displayed next to each publication.** These prices may be updated on a regular basis. The price that is current at the time of binding order always applies to the buyer. All prices are stated as final prices including the corresponding VAT in the amount determined by the valid legislation of the Slovak Republic. The exact rate can always be found on the invoice. The shipping costs are not included in the price of the product.
- b) In case of purchasing an electronic version of a publication not delivered on a tangible medium, we **do not charge** the shipping costs.
- c) In case of purchasing a paper version of the publication **the price of postage for the order** is added according to the chosen mode of transport and the selected country of the customer before sending the order.

## 5. Delivery times

- a) In the event that the customer has decided to purchase the electronic version of the publication, the publication will automatically be released for download **as soon as the transaction is approved by the bank in case of payment by card.** *In our experience, this should happen within a few minutes of making a payment.*
- b) In the event that the customer has decided to purchase an electronic version of the publication, the publication will be released to download **as soon as the payment is credited to our account in case of a payment by bank transfer.** *In our experience, this should happen within about three days depending on the customer's bank.*
- c) In the event that the customer has decided to purchase a paper version of the publication we have in stock, **the shipment is sent after the payment has been credited to our account**, no later than the end of the week in which the payment was received from the customer. Estimated delivery time within Slovakia is on the next working day after the day of sending the shipment. We reserve the right to extend the delivery period in case of incapacity for work or vacation.
- d) **We are obliged to fulfill your order and deliver the ordered publications to you within 30 days of receipt of the order.** If the ordered publications or their parts cannot be delivered within the above deadline, we will notify you as soon as possible. We will notify you of the expected delivery date. If we are unable to obtain the requested publications within the additional deadline, you are entitled to withdraw from the contract. If the purchase price or its part has been paid, the funds will be returned to your designated bank account within 14 days, unless we agree otherwise.

## 6. Place and method of delivery

- a) **If a registered customer has ordered an electronic version** of the publication, the obligation to deliver the required publications to the customer is met by releasing them for download in the „My Orders“ section, which only a specific customer can access after logging in to [www.lipaka.com](http://www.lipaka.com).
- b) **If an unregistered customer has ordered an electronic version** of the publication, the obligation to deliver the required publications to the customer is met by releasing them for download via the link sent to the customer's email address specified upon completing the order.

c) If the customer has ordered a **paper version of the publications**, the obligation to deliver the required publications to the customer is met by handing them over to the customer, or to the authorised person specified in the order. Shipments are sent by Slovak Post in the form of a letter or a parcel.

d) **We will inform you by e-mail that your order has been handed over to the carrier.** If your shipment has not been delivered within 7 days of receiving the confirmation e-mail, please contact your post office. We will provide you with information about your shipment and possible reasons for its non-delivery by e-mail. If you are a registered customer, you can also check your current status of processing your order in the „My Orders“ section at any time.

e) **The buyer is obliged to take over the shipment** in person at the agreed place and time or arrange for its receipt. Along with the shipment the customer will also receive an invoice that also served as a guarantee certificate.

f) **The obligation to deliver the ordered publications is deemed to be fulfilled** even if the buyer does not take over the delivery at the agreed time and place, or if they refuse to accept the shipment. In the event that the customer does not take over the shipment and the shipment is returned, **we have the right to withdraw from the purchase contract and to require the buyer to reimburse the shipping costs associated with the return of the shipment** (postage relating to the return). Re-delivery of the shipment is possible only by mutual agreement.

g) **We are not responsible for delayed delivery** caused by incorrectly stated address of the consignee. The buyer acquires title to the consignment by taking it over at the place of delivery. By receiving the goods, the risk of accidental destruction and accidental deterioration also passes to the buyer.

**h) Upon the receipt of the shipment, the buyer is entitled to check the shipment for any package damage (mechanical damage caused by transport) and that the goods are free from any defects. In case of visible damage of the shipment or the goods, the buyer is entitled not to take over the shipment.**

## 7. Payment method and tax document

a) The buyer has the option to pay on [www.lipaka.com](http://www.lipaka.com) via:

- Electronic banking
- Deposit to an account based on the issued invoice

b) If you have ordered an electronic version of the publications, the invoice will be additionally sent to you by e-mail. The invoices are sent immediately, but no later than 15 days after receiving the order.

c) If you have ordered a paper version of the publication, you will find the enclosed invoice in each shipment – tax document that also serves as a guarantee certificate.

d) If the document is missing, please inform us as soon as possible by phone or e-mail to [info@lipaka.com](mailto:info@lipaka.com)

## 8. Postage and other fees

a) Postage is charged solely in connection with the sending of publications in paper form. We follow the current [price list of the Slovak Post](#). Shipments are sent as a letter or parcel, exclusively first class, with insurance for the amount of the order.

b) For sending paper publications we charge a single packing fee of 2 Euros.

## 9. Warranty and the complaint procedure

a) All publications sold in paper form are by law provided a statutory warranty of 24 months. The warranty period begins on the day the goods are taken over by the customer.

b) All publications sold in electronic form are by law provided a statutory warranty of 24 months. The warranty period begins by releasing the publication for download by the customer.

**c) In the case of sales of publications in paper form, the seller is responsible to the buyer for:**

- Adherence to the price that was in effect at the time the order was sent by the buyer if the order was accepted by the seller,
- Sending publications without defects
- **The accuracy of published drawings. The accuracy of each drawing has been checked,**
- Delivery of publications in quantity and quality as per the order – provided that it has been accepted by the seller,
- Attaching a tax document

**d) In the case of sales of publications in electronic form, the seller is responsible to the buyer for:**

- Adherence to the price that was in effect at the time the order was sent by the buyer if the order was accepted by the seller,
- Automatically releasing the required publications for download to customers without any flaws,
- **The accuracy of published drawings. The accuracy of each drawing has been checked,**
- Additionally sending a tax document to the customer via electronic mail.

**e) The seller is not responsible to the buyer for:**

- **Delayed delivery** caused by incorrect contact information entered by the buyer.
- **Delayed delivery** caused by the delivery company (post).
- **Selection of the product by the buyer.** If after the delivery of the publication the buyer finds out that they already own them or that they do not correspond to their ideas, these reasons cannot be accepted as a justified complaint.
- **Damage caused by improper or inappropriate use of the published templates.** *Please note that the publications are primarily intended for lace-makers, who have already mastered the basics of bobbin skills.* In order to make the published patterns available to the widest possible range of less experienced lace-makers, we would like to draw your attention to the section „Start Here“ where you can find, amongst other things, a detailed tutorial free of charge on how to master basic bobbin techniques. In case you are still unclear even after reading through these instructions, please do not hesitate to contact us by e-mail at [info@lipaka.com](mailto:info@lipaka.com).

**f) If you decided to file a complaint regarding one of these publications**, please inform us in advance by e-mail at [info@lipaka.com](mailto:info@lipaka.com) describing your problem, or attaching your photos relating to the problem of the complaint. **Do not send these publications back, unless we have specifically asked you for them.** We deal with the complaints promptly, no later than 30 calendar days.

**g) When purchasing publications in electronic form, these Terms and Conditions are also extended by „Licence Agreement“, which regulates the use of electronic content.**

## 10. Order cancellation and withdrawal from the contract

a) **If you wish to cancel your order** that has not yet been processed, please contact us as soon as possible. Include your order number. If your order has been paid for, we will refund you the money within 14 days to the account from which you paid. In the case of paying by card (VISA, MasterCard) this period can be extended due to the bank's procedure for refunding card payments.

b) **We reserve the right to cancel your order if** we are unable to deliver you the publications due to unavailability (no stock, withdrawal from our offer), or if we are unable despite all our efforts to deliver the order at the agreed time and price, and/or if the securing the order would cause undue difficulties and undue costs in proportion to the value of the order, unless we agree on an alternative fulfillment. We will notify you of your order cancellation without any delays. In the event of completing a payment of the purchase price or its parts, the funds will be returned within 14 days to the account which you have paid from, unless we agree otherwise.

c) Pursuant to Act no. 102/2014 Coll. on the protection of consumers in the sale of goods or the provision of services under a distance contract or a contract concluded outside the seller's premises and amending and supplementing certain laws (the „Distance Selling Act“) **the buyer, who is the consumer, is entitled without giving a reason to withdraw from the purchase contract within 14 days from the date of the receipt** of goods. However, under the Distance Selling Act, **the BUYER CANNOT WITHDRAW from the contract for the provision of electronic content other than on a tangible medium, if it has been provided with the express consent of the consumer and that the consumer has declared, that they were duly advised that by expressing this consent, they lose the right to withdraw from the contract.**

d) Withdrawal must include your name and surname, e-mail, order number, description of the product ordered as well as the account number for refund purposes. In order to maintain legal certainty and demonstrability of the order withdrawal, respectively withdrawal from the contract, we recommend that you send the withdrawal from the contract in paper form by post to Vladimír Hauser - Lipaka.com, Priehradka 4341/21, 036 01 Martin, or by e-mail at [info@lipaka.com](mailto:info@lipaka.com).

e) In the event of withdrawal from the contract, you will be sent a confirmation e-mail confirming the receipt of the withdrawal from the contract. The withdrawal period is deemed to be maintained if the withdrawal notice was sent by the buyer no later than the last day of the withdrawal period. The contract is cancelled from the beginning by the buyer's withdrawal from the contract.

f) After withdrawal from the contract **the seller is obliged to take the goods back** from the buyer, and at the same time **the buyer is obliged to send the goods back to the address** Vladimír Hauser - Lipaka.com, Priehradka 4341/21, 036 01 Martin **no later than 14 days from the date of withdrawal.** The deadline shall be deemed to be maintained if the goods were handed over for transport no later than the last day of the deadline. The cost of returning the items back to the seller shall be borne by the buyer. We recommend you send the goods as a parcel, by registered mail. Do not send goods by „cash on



delivery“ because we will not accept such delivery. Include a copy of your tax document – invoice with your parcel.

g) The seller will refund all payments received from the buyer under or in relation to the contract without undue delay, no later than 14 days from the date of receipt of the notice of withdrawal.

h) **The Seller is not obliged to pay the buyer any additional costs** if the buyer has expressly chosen a method of delivery, that is other than the normally offered cheapest method of delivery. Additional costs refer to the difference between the delivery cost chosen by the buyer and the costs of the normally offered cheapest method offered by the seller.

i) **The seller reserves the right to withhold the refund of the purchase price** until the moment the buyer has returned to goods, alternatively providing a proof of sending the goods to the seller. In the event of returning damaged goods and/or goods whose value is reduced as a result of such treatment, that is beyond what is necessary to determine the nature, characteristics and functionality of the goods, the seller will refund the buyer the purchase price less damages that were caused on the goods. The seller's claim for damages will expire by offsetting against the buyer's claim for refund of the purchase price. The purchase price, respectively its remainder after the reduction for damages, will be returned by the seller to the buyer by bank transfer to the account specified, unless agreed otherwise.

## 11. Cancellation of registration

The Seller reserves the right to deny the purchase and/or cancel customer account registration in the following cases:

- a) If it is clear that the registered buyer **does not meet the conditions for registration** according to these Terms and Conditions
- b) If it is clear that the buyer **uses the obtained materials in violation of The Licence Agreement** that regulates the uses of electronic content obtained from the seller.
- c) If it is clear that the buyer **lends** their account to other persons.
- d) If the contributions of the registered buyer in the discussion forum or in comments of the products that are offered, are offensive, defamatory, **disrespectful or contrary to good morals or generally binding regulations**.
- e) For other reasons worthy of special consideration

## 12. Alternative dispute resolution

In case that you are not satisfied with the processing of your order, contact us at [info@lipaka.com](mailto:info@lipaka.com). If we have not processed your complaint to your satisfaction or if you believe we may have infringed your rights, you may, pursuant to Act no. 391/2015 Coll. make a proposal to commence an alternative dispute resolution.

Alternative dispute resolution can only be used by a customer – an individual, that at the time of concluding and fulfilling the purchase contract does not act within the scope of its business, employment or profession. Alternative dispute resolution concerns only a dispute between a buyer and a seller with a value of more than 20 euros resulting from a distance purchase contract.

The subject of an alternative dispute resolution pursuant to §3 of Act no. 391/2015 Coll. may require you to pay a fee for commencing a dispute resolution in accordance with generally binding regulations. You may file your proposal in the manner specified pursuant to §12 of Act no. 391/2015 Coll.

## 13. Processing of personal data

How your personal data is processed and protected is dealt with in a separate document [„Protection and Processing of Personal data“](#).

## 14. Electronic communication

a) We will inform you by e-mail about the status of your order, the time of availability or unavailability of publications. All registered customers can receive important information relating to the running of an online store and using their user account.

b) You can choose whether you are interested in receiving information about the news in our store at the point of registration or after logging in in the section „My Orders“. You can, of course, unsubscribe from receiving these news at any time.

## 15. Final provisions

a) These General Terms and Conditions are an integral part of the Purchase Contract concluded between the seller and the buyer. They are legally binding on both sides. The legal relations established by the purchase contract will be governed by the provisions of the purchase contract, i.e. binding order and order confirmation, or individually agreed terms and conditions and relevant legal regulations.

b) The seller reserves the right to unilaterally amend or supplement these General Terms and Conditions. Any changes to these General Terms and Conditions will come into effect on the date of their publication on the website [www.lipaka.com](http://www.lipaka.com). The legal relations arising from the purchase contract are always governed by the General Terms and Conditions effective at the time of binding order of the goods.

**c) Other language versions of the General Terms and Conditions published on our website are only for information purposes. In case of any uncertainty, the Slovak version of this document is legally binding.**

These General Terms and Conditions come into effect on 1st March 2020.

## 16. Using the materials from the site

Any use of the contents or parts thereof, especially reproduction and distribution of texts, images, photographs or demonstrations in any mechanical or electronic way is permitted only with a link to the seller's site [www.lipaka.com](http://www.lipaka.com)