



General Terms and Conditions

These General Terms and Conditions govern the rights and obligations of the Buyer and Silberman s.r.o.

Registered office: Tekovská 5, 821 09 Bratislava, Slovakia

Operating premises: Glejárska 7, 03101 Liptovský Mikuláš, Slovakia

Postal address and operating premises: Tekovská 5, 821 09 Bratislava, Slovakia

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The business entity is registered in the Commercial Register SR-14199 / BA, issued by the District Court Bratislava I

(hereinafter referred to as the "Seller"), which result from the purchase agreement concluded via the Internet, through the order form placed on the website www.forestskis.com, www.forestskis.sk or www.forestskis.de (hereinafter referred to as "GTC"). Basic terms: The seller is Silberman, s.r.o, which operates the website www.forestskis.sk, www.forestskis.com and www.forestskis.de. Her business is the manufacture, purchase and sale of sporting goods, which are shown on www.forestskis.com, www.forestskis.com and www.forestskis.de. The buyer is a customer who, based on the purchase contract, enters into a contractual relationship with the seller (hereinafter referred to as the "buyer"). A supplier is understood to be Silberman, s.r.o. as a manufacturer and then a network of distributors with whom the seller cooperates and who provide the delivery of goods for the purpose of fulfilling the subject of the purchase contract.

Purchase contract and order

The Purchase Contract proposal is sent by the Buyer to the Seller in the form of a completed form on the Seller's website. By ticking the box before sending the order, the buyer declares that he has familiarized himself with these seller's GTC.

After the order is sent, the buyer will receive an automatic order registration notification on the e-mail address specified in the order. By a second personal e-mail, they receive a notification of receipt of the order in the vendor's database. Any further information regarding the order may be sent to the buyer's e-mail address if necessary. Confirmation of delivery of the order contains information that the seller has received the order, but is not acceptance of the proposal to conclude the purchase contract.

Subsequently, the Seller sends to the Buyer's e-mail address that the Buyer's order has been received. The acceptance of the order contains information on the name and specification of the goods the sale of which is the subject of the purchase contract, the price of the goods and / or other services, the indication of the expected delivery time of the goods, the name and the place where the goods are to be delivered. specified) and data on the price, conditions, manner and time of transport of the goods to the agreed place of delivery of the goods for the buyer or the possibility of their personal acceptance, data on the seller (business name, registered office, company registration number, etc.). In the case of ordering goods made to order, the e-mail will contain a preliminary calculation of the price of the goods.

The purchase contract is concluded at the moment of acceptance of the order in electronic or written form to the buyer. The subject of the concluded purchase contract is the seller's obligation to deliver the ordered goods to the buyer at the agreed place of delivery and the buyer's obligation to take the goods at the place of delivery at the agreed time and to pay the purchase price and the price for it.

Purchase Price and Payment Method

The purchase price is the price for the ordered goods listed in the current offer on the Seller's website as well as in the order (hereinafter referred to as the "Purchase Price"). The purchase price and all fees in the online store are quoted including VAT and are set in EURO. For custom-made finishes or surface finishes, you will find a pricelist in the Design to Order section of the page. We will prepare and send you the calculation for such production electronically. We reserve the right to adjust the final price according to the difficulty of production.

The purchase price is valid at the time the order or pre-order is created. If the purchase price stated in the order delivery receipt is higher than the price for identical goods listed in the website offer at the time the order was sent by the buyer, the seller delivers an electronic message to the buyer informing you of the new offer price of the new one, which is considered to be the seller's proposal to close a new purchase contract, which the buyer must expressly confirm by e-mail or in writing, in order to conclude a valid purchase contract.

Special production prices, such as pre-orders, apply only during the specified time stated on the sellers website.

The purchase price does not include transport costs to the place of delivery and in case of delivery by post or courier, the buyer will be charged separately according to the mode

of transport which the buyer chooses according to the offer or on which he agrees with the seller in person.

Upon conclusion of the purchase contract, the buyer undertakes to pay the purchase price to the seller by a transfer order based on a pre-invoice issued (only companies and organizations) or invoices. The purchase price is deemed to have been paid at the moment the entire purchase price is credited to the Seller's account specified in the order confirmation.

Order cancellation

Order cancellation by the buyer:

The buyer can cancel the order at the latest by the time of stock out of the goods, and if the goods have not been made to order by specific order by e-mail at info@forestskis.com.

Order cancellation by the seller:

The seller reserves the right to cancel the order or part thereof in the following cases:

- the goods are no longer manufactured or delivered or the cost of production of the goods has changed significantly.
- it is not possible to contact the buyer (incorrectly specified phone number, unavailable, not replying to emails, etc.).

In the event that this happens, the seller will contact the buyer for further action. If the buyer has already paid part or all of the purchase price, the amount will be transferred back to the bank account from which the purchase price was paid or to the address within 14 days, unless the goods were already made to order under a specific order withdrawal from the contract).

Terms of Delivery

The buyer is obliged to take over the goods at the agreed place and time in person or to arrange for them to be taken over. Along with the goods, the buyer receives an invoice, which also serves as a warranty card. The invoice can be delivered electronically as agreed.

The seller's obligation to deliver the goods is fulfilled by handing over the goods to the buyer, respectively. an authorized person specified in the order or by handing over an agreed courier company. The obligation to deliver the goods is deemed to be fulfilled

even if the customer fails to take over the goods at the agreed time and at the agreed place, respectively, refuses to accept the goods. If the customer does not accept the goods without prior written withdrawal from the contract (if it is possible to withdraw from the contract as described in the withdrawal section), the seller has the right to demand from the buyer the reimbursement of the cost of the return. Re-delivery of the shipment is possible only by mutual agreement.

The seller is not responsible for the delayed delivery of the goods caused by the incorrectly stated address of the buyer. The customer acquires ownership of the goods by taking over the goods at the place of delivery only after their total payment.

The delivery period, in which the seller is obliged to deliver the goods to the buyer, depends on the complexity of the production and preparation of the ordered goods (skins or other goods made to order), or is dependent on the availability of goods at the seller's warehouse or at distributors. This delivery time is indicative. The Seller will inform the Buyer about the delivery time or agree on it in advance.

The goods, which are in stock, are sent by the seller immediately or by agreement with the buyer and their delivery depends on the way of transport of the goods chosen by the buyer. The delivery of goods available at the distributor's warehouse is delivered within the time limit specified by the distributor with regard to the way the goods are selected by the buyer. In the case of the production of goods aimed at the customer or goods with specific modifications, the goods are delivered within an indicative period of 4-8 weeks, depending on the complexity of its production. We will notify the customer of this time. For pre-orders, there is a specific time schedule that is shown on the order form at the time of pre-orders.

If the goods available on stock are not delivered within the agreed time from the order confirmation, the buyer will ask the seller to deliver the goods within an additional reasonable period. If the Seller does not deliver such stock in the additional period, the Seller is entitled to withdraw from the Contract. In the case of goods made according to the specific requirements of the consumer, goods made to measure or goods specifically intended for a single consumer, it is not possible to withdraw from the contract as in a normal distance contract, as mentioned in section Contract withdrawal, article 8. Each shipment is accompanied by an original tax document (invoice), which also serves as a warranty card, which can be sent electronically upon agreement.

Method of transporting goods to the place of delivery

The buyer has the right to choose the method of delivery of goods by courier or in person. This requirement can be entered during the process of ordering goods or later agreed with the seller in writing or by phone. The buyer selects the place and delivery

method. According to the size of the goods, the seller offers the following types of goods transport:

a) delivery of personal collection in Bratislava, Prague, Liptovsky Mikulas, Munich area or Innsbruck area according to a specific agreement with the seller - personal collection at the selected address.

b) delivery by courier of Slovak Post, Czech Post, FedEx or DHL

The buyer acknowledges that the price of the goods, which results from the chosen delivery method, is added to the purchase price of the goods. The amount is set at 30 Euros for courier delivery within the EU. Shipping of skis with mounted bindings costs 60 Euros. Out-of-EU delivery is subject to a separate charge for the place of delivery. The price is based on the price list of courier companies, which includes the export price (other taxation) to non-EU countries. In the case of clearance, the buyer pays customs duties.

Warranty period and warranty claim

1. For each item sold, a statutory warranty period of 24 months applies. You can use our extended 36-month warranty on our skis against manufacturer defects and workmanship that applies only to the skis' original owner.

The warranty period begins on receipt of the goods by the buyer. In the event that the claimed goods are delivered by the courier to the buyer, the warranty period starts from the receipt of the goods from the courier.

2. The warranty does not apply to goods that have been mechanically damaged or destroyed by improper handling of the client. Special 3-year Warranty Program of Forest Skis against manufacturer defects and workmanship that applies only to the skis' original owner. We make our skis as durable as possible, but the warranty obviously does not cover mechanical damage, impacts, breaks, abnormal rock and rail-induced damage, drops to hard surfaces, improper mounting of the bindings, cosmetic defects such as scratches, chips and dents, sun-faded color, edge oxidation or damage caused by normal wear and tear. Ultralight skis have a rider weight limit of 95 kg with equipment. Damage to goods must be notified within 48 hours of receiving the shipment by email to info@forestskis.com

3. Warranty service is provided by the manufacturer (vendor) or distributor by contacting the seller. Address for complaints is: Silberman, s.r.o., Glejárska 7, 03101 Liptovský Mikuláš, Slovakia

4. Complaint shall mean the exercise of liability for defects in goods or services.

Along with the claimed goods, the buyer is obliged to send or send to the seller a copy of the proof of payment of the purchase price, which also serves as a warranty card and to describe the reason for the claim. Without these documents, the matter will not be accepted for complaint. In the description of the reason for the claim, the buyer is obliged to define the claimed facts and rights which he claims against the seller for defect liability.

5. The Seller is obliged to decide on the complaint immediately, in justified cases, no later than 30 days after its delivery.

Buyer may only claim defective (defective, damaged) goods. The buyer is obliged to check the goods immediately after receiving the shipment.

6. The Buyer shall send or deliver the claimed goods in person to the address: Silberman, s.r.o., Glejárska 7, 03101 Liptovský Mikuláš, Slovakia. On the basis of an agreement between the Seller and the Buyer, it is also possible to determine in writing or by telephone another place of receipt of the claimed goods.

7. If the buyer finds any difference between the purchase receipt and the purchased goods (in kind or quantity), or if the buyer did not receive the correctly completed purchase receipt with the purchased goods, he is obliged to do so immediately, but no later than 24 hours after receiving the shipment. Inform the seller of this fact by sending an email to the seller's email address (info@forestskis.com). If he fails to do so and report this fact after the expiry of the aforementioned period, it is up to the seller to consider whether or not to accept such a claim.

8. If it is a defect that can be removed, the Buyer has the right to be removed free of charge, in a timely manner and properly. Instead of removing the defect, the Buyer may request replacement of the item, or if the defect relates only to a part of the item, replacement of the part if the Seller does not incur disproportionate costs due to the price of the goods or the seriousness of the defect.

9. Instead of removing the defect, the seller may always replace the defective goods with impeccable or, if the defect only affects its component, replace the component if this does not cause serious difficulties to the purchaser; if goods are exchanged.

If it is a defect that cannot be removed and prevents the thing from being properly used as a defect-free thing, the buyer has the right to exchange the item or has the right to withdraw from the contract. The same rights belong to the buyer if it is a removable defect, but if the buyer cannot properly use the item for recurrence of the defect after repair or for a number of defects.

10. In the case of damaged goods, the buyer has the right to a reasonable discount on the price of the item.

If the seller sells defective or used goods at a reduced price for this reason, the buyer is not entitled to claim a defect for which the price has been reduced. However, if the goods in question with a reduced price have another (other) defect, unrelated to the reduced price, the buyer has the right to claim instead of the right to exchange goods.

11. If the buyer has the right to exchange goods or the right to withdraw from the contract, it is up to the buyer which of these rights he will exercise. However, once he chooses one of these rights, he can no longer unilaterally change that choice himself.

12. The buyer will be informed about the result of the complaint immediately after the complaint procedure has been completed by telephone or by e-mail and at the same time a copy of the complaint protocol will be delivered with the claimed goods.

Complaint handling means the termination of the complaint procedure by handing over the repaired goods, replacing the goods, refunding the purchase price of the goods, paying a reasonable discount on the price of the goods, a written request for acceptance of the performance or its justified refusal. The rights of liability for defects cease to exist if they have not been exercised in the above warranty period.

Withdrawal from the contract

1. The Buyer is entitled to withdraw from the Purchase Contract without stating a reason in accordance with Section 7 et seq. Act no. 102/2014 Coll. on consumer protection when selling goods or services on the basis of a distance contract or contracts concluded outside the premises of the seller and amending and supplementing certain laws (hereinafter referred to as the "Consumer Protection Act for Distance Sales") within 14 days of receipt of the goods respectively, from the date of conclusion of the contract for the provision of the service, if the seller has fulfilled in due time the information obligations pursuant to § 3 par. 1 (a) h) of the Act on Consumer Protection in Distance Sales. The Customer may withdraw from the Contract in accordance with Section 7 et seq. Act no. 102/2014 Coll. on consumer protection in the sale of goods or services, even before the withdrawal period begins. If the goods are made to measure or according to specific customer needs or assignments, the exemption described in point 8 applies.

2. It is possible to withdraw from the contract in a demonstrable manner - in writing or by e-mail, using the withdrawal form attached to these GTC.

3. After the withdrawal from the contract, the buyer is obliged to deliver the goods to which the withdrawal from the contract is delivered to the seller / not as cash on delivery / to the address Silberman, sro, Glejárská 7, 03101 Liptovský Mikuláš, Slovakia, or hand

over to the seller no later than 14 days from delivery of a notice of withdrawal. The Seller is obliged to take over the delivered or personally delivered goods from the Buyer. It is necessary to attach a copy of the tax document sent by the seller with the goods. We do not accept cash on delivery.

4. The Seller shall, without undue delay, return within 14 days from the date of delivery of the notice of withdrawal to the consumer any payments received from him under the contract or in connection therewith, including the costs of delivery, delivery and postage, or other costs and fees, to the bank account from which the buyer paid the purchase price.

5. The Seller shall not be obliged to reimburse the Buyer for additional costs if the consumer has expressly chosen a different way of delivery than the cheapest standard delivery method offered by the Seller. Additional costs are the difference between the cost of delivery chosen by the consumer and the cost of the cheapest normal delivery method offered by the seller.

6. The Buyer is responsible for any impairment of the goods. For your return to be accepted by us, the product must be new and unused. Unused means without any scuffs, scratches, stains, burns, dents, or tears. We also can't accept a return if it arrives used or damaged due to improper packaging. Please ensure that you pack your return item carefully to avoid any risk of damage during transport. It must still have the tags on it. If the return doesn't have your address properly indicated, we don't know it's from you. Please label it correctly.

7. If the buyer withdraws from the contract, he shall bear the cost of returning the goods to the seller pursuant to § 10 par. 3 of Act. 102/2014 Coll. and if he withdraws from a distance contract, the cost of returning the goods, which, by virtue of its nature, cannot be returned by post in accordance with Article 3 (1). 1 (a) i) of the Consumer Protection Act for Distance Sales.

8. Pursuant to the Act on Consumer Protection in Distance Selling, the Buyer may not withdraw from the Contract the subject of which is in our case:

- the sale of goods made to the specific requirements of the consumer, goods made to measure or goods specifically intended for one consumer, a private ski test

- a paid counseling service completed in full under the previous agreement, ski drilling or ski service

Terms of use for a gift voucher or discount voucher

- a. A gift or discount voucher can be redeemed to purchase custom goods selected according to the order form at www.forestskis.com by the date specified as the voucher validity date.
- b. When ordering the goods, the voucher code is entered in the "Remarks" box and its value is deducted from the value of the purchased goods, or the resulting price is adjusted according to the discount amount. The seller then verifies its validity. After successful verification, the voucher is applied and deactivated.
- c. Each voucher is provided with a unique number, expiration date, value, and usage terms.
- d. The value of the voucher is shown on each voucher as an amount including VAT.
- e. If the total purchase amount is higher than the voucher value, the customer will only pay the rest of the amount. If the total amount is lower than the voucher value, the rest of the value is forfeited without compensation. The buyer can use up to one gift voucher per order.
- f. The seller is not responsible for lost, stolen vouchers, or escaped voucher serial numbers. The gift voucher is transferable and can be used by anyone who demonstrates the knowledge of an active unique voucher number when purchasing goods.
- g. The voucher is not a security. The gift voucher cannot be exchanged for cash.
- h. Unless otherwise stated, a gift voucher can only be used to purchase goods, does not include services, postage and other charges.
- i. In case of return of the gift voucher, the amount of the goods is refunded by means of a new voucher in the value of the returned goods.

Customer Service

We will process customer emails received at info@forestskis.com as soon as possible, no later than 5-7 business days after they are received. There is also a telephone line at 00421 904 497 843, which works on weekdays from 09:00 to 19:00

Newsletter and emails from us

When creating an order, the user of the site can choose whether he wants to receive regular information about our news from the seller (a few times a year). The option to

send a newsletter can also be selected individually on the site by entering the user's email address. The subscriber can sign out of the newsletter at any time. The seller will inform the buyer about the order processing and about the availability or unavailability of the goods. Seller may send irregularly (up to several times a year) important information related to the new products of www.forestskis.com to all customers. If the customer does not wish to receive the e-mail, he / she is entitled to notify the seller by e-mail to info@forestskis.com.

[Contract withdrawal form \(.pdf\)](#)