

## **GENERAL BUSINESS TERMS**

The company BELINA d.o.o., Republic of Croatia, Vrtnjakovec (Municipality of Krapinske Toplice), Vrtnjakovec 131, OIB: 86448513098 (hereinafter referred to as the Seller)

The company BELINA d.o.o. as the holder of all rights on the fjakka.com page, informs users that before making a purchase, they familiarize themselves with the General Terms and Conditions of Business, and all the rights and obligations arising therefrom.

### **1. INTRODUCTORY PROVISIONS**

These General Terms and Conditions govern the relations between the company BELINA d.o.o., Republic of Croatia, Vrtnjakovec (Municipality of Krapinske Toplice), Vrtnjakovec 131, OIB: 86448513098, as a SELLER on the one hand, and a BUYER on the other, regarding the offer and sale of products located on website: fjakka.com (hereinafter referred to as SALES).

These General Terms and Conditions of BELINA d.o.o., Republic of Croatia, Vrtnjakovec (Krapinske Toplice Municipality), Vrtnjakovec 131, OIB: 86448513098, are public and publicly published and available on the fjakka.com website.

These General Business Terms and Conditions (hereinafter referred to as: GENERAL TERMS AND CONDITIONS) are an integral part of all purchase, sale, trade representation, mediation and other business relationships concluded in connection with the fjakka.com website.

### **2. SELLER**

The seller of the products on the WEB is the company BELINA d.o.o., Republic of Croatia, Vrtnjakovec (Municipality of Krapinske Toplice), Vrtnjakovec 131, ID: 86448513098.

### **3. THE CUSTOMER**

Buyer means any natural or legal person, i.e. an individual who has purchased or sent an inquiry to the Seller for the purchase of products found on the fjakka.com page.

The Seller reserves the right not to process orders that do not comply with the General Terms and Conditions of the Seller.

### **4. ESTABLISHMENT OF CONTRACTUAL RELATIONSHIP**

These General Terms and Conditions of Sale exclusively regulate the offer, transfer and acceptance of purchase orders related to products found on the fjakka.com website between the Buyer and the Seller.

These General Conditions of Sale do not regulate the provision of services or the sale of products by third parties that may be found on fjakka.com through links, banners or other hypertext links. Before placing orders and purchasing products and services from these third parties, we recommend that you check the terms and conditions of the third party, as the Seller cannot under any circumstances be held responsible for the provision of third party services or for the execution of e-transactions between users/customers and third parties.

The subject and commercial purpose of the Agreement is the purchase of the selected product via the Internet store with the payment of the appropriate fee - the price of that product.

The contract is concluded by means of further communication (Contract concluded at a distance) via the Internet with human mediation. In the case of distance contracts, the notification from Article 72, paragraph 1 of the Consumer Protection Act must be adapted to the means of remote

communication used and must be communicated in simple and understandable language, and if it is given on a permanent medium, it must also be legible.

If the contract is concluded through a means of remote communication that allows a limited space or a limited time to display the notice, the trader is obliged to inform the consumer through that means of remote communication at least about the information from Article 60, paragraph 1, points 1, 2, 5, 11 and 19 and paragraphs 3 to 5 of the Consumer Protection Act.

If, for the purpose of concluding a contract, the merchant contacts the consumer by telephone, he must state his identity at the beginning of the communication, that is, the identity of the person on whose behalf and/or on whose account he is acting and the commercial purpose of the call, which does not exclude the merchant's obligation from paragraph 4 of this article.

## **5. ACCEPTANCE OF THE GENERAL TERMS**

For access and use of the fjakka.com website and all associated pages and services on the fjakka.com domain and services, these General Terms and Conditions, as well as all applicable laws and other legal regulations, apply.

The right to shop on the fjakka.com website is acquired by every person of full legal age who accepts these General Terms and Conditions.

By placing an order with the Seller, it is considered that you have read, understood and fully accepted these General Terms and Conditions. If you do not accept these Terms of Use, do not use the fjakka.com site.

## **6. PURCHASE**

Product orders can be made via e-mail [info@fjakka.com](mailto:info@fjakka.com), via the contact form on the fjakka.com website or by phone: +385 49 587 200.

In the order, the Customer must specify the type of product, namely: the name of the product with full specifications, the quantity of the product he wants to buy and the shipping method.

The Buyer and the Seller can also separately contract the product assembly service, and the price and assembly conditions will be subject to separate conditions agreed between the contracting parties. The order becomes binding when the Seller confirms it in the form of a written confirmation. If the Buyer unilaterally cancels the order after the Seller has confirmed it in writing, he is obliged to bear all the damage caused in connection with the order in question.

Payment is made in the manner and according to the conditions established in the individual offer of the order confirmation. The purchase contract is considered to have been concluded by making the payment in accordance with the offer to the account number specified in the offer, and only at that moment does the Seller's obligation to deliver the product arise.

The offer is binding on the Seller for 5 (five) days from the date of issue.

The seller will not process purchases when there are insufficient guarantees of solvency, when orders are incomplete or incorrect, or products are no longer available. In the above cases, we will notify the Buyer by e-mail that the contract has not been executed and that the Seller has not executed your purchase order, stating the reasons for this.

The delivery date will be specified on the offer. The deadline for delivery begins the next day from the day of receipt of the entire amount in accordance with the offer. The seller is obliged to inform

the customer in writing about all extensions of the delivery period. The extension of the delivery period cannot in any case lead to the cancellation of the order, and the Customer cannot claim any compensation caused by the extension of the delivery period.

The seller reserves the right to refuse delivery if it is a delivery with disproportionately high delivery costs and will notify the customer without delay that it does not accept such an order, and no later than within 5 (five) working days of receiving the order.

If the products displayed on fjakka.com are no longer available at the time when the Seller receives the purchase order, the Seller will inform the Buyer about the unavailability of the ordered products within 10 (ten) working days from the day after receiving the order. If the order form has been submitted and the price has been paid for products that are no longer available, the Seller will refund the amount paid for those products to the Buyer. The Seller will not be responsible for any damage caused to the Buyer on any basis described in this article.

After the payment has been made, the Seller will send the Buyer an e-mail message with confirmation of the purchase order.

## **7. WARRANTIES AND PRODUCT PRICE INDICATION**

The seller does not sell used products or products with poor quality.

The main characteristics of the product are shown on fjakka.com when displaying each product. Products offered for sale on fjakka.com may not exactly match the actual products in terms of image and color due to the internet browser or monitor used.

The prices of each individual product displayed on the fjakka.com website are specified in the Seller's separate Price List, and the Seller reserves the right to change them as necessary. Product prices will be available to Customers upon request. Prices, payment terms and promotional offers are valid only at the time of order and may change without prior notice. The prices that apply to the specific product are the prices that were valid at the time of concluding the contract on the purchase of the product with the Seller.

The price of delivery, commission and additional costs of purchased products is included in the final price of the product specified in the Seller's offer, and the same is stated in the invoice issued by the Seller to the Buyer.

VAT and other taxes, customs fees and generally all costs incurred in connection with the purchased product are borne by the Buyer.

## **8. CUSTOMS AND OTHER DUTIES**

The displayed prices do not include Customs fees, import duties, brokerage commissions or other charges. Upon arrival in the country or territory of destination, the contents of your order may be subject to customs charges (taxes, duties, processing fees, brokerage commissions, etc.) for which the Buyer is responsible. The seller is not responsible for any customs duties incurred on the customer's order.

Customs fees for your order depend on the destination country or region. For this reason, we recommend that you contact your local customs office for more details about your country/region's duties and taxes before ordering the product.

If you refuse the order at the time of arrival or refuse to pay the customs duties when your order arrives, the shipment will be returned to the Seller who will have to pay the customs duties, and in

this case the Seller will not issue a refund for the amount of the customs duties paid. If the order has been delivered to you and you accept the payment of customs duties upon delivery, and then return the product, the Seller will not issue a refund for the amount of customs duties paid.

Customs processing may delay the delivery of your order. If such delays occur, please contact your local customs offices. The invoice for customs fees could arrive weeks after you receive the order, separately from the order, and the Seller is not responsible for this.

## **9. PAYMENT**

Payment of the product price and relevant shipping costs must be made using one of the procedures specified in the purchase order.

## **10. PRODUCT DELIVERY**

When the delivery of the product has not been agreed upon and is not included in the purchase price, the Buyer is obliged to pick up the selected product in the Seller's warehouse within the period specified in the order confirmation, with the condition of announcing the pick-up of the product at least 2 working days before. If the Buyer does not collect the purchased product within 2 (two) weeks from the Seller's notification that the product is ready for delivery, the product will be stored at the Buyer's expense.

At the end of a period of 3 months from the day the product was stored at the expense of the Buyer, the Seller has the right to terminate the contract in question due to non-fulfillment of obligations by the Buyer, and the Seller will compensate part of the resulting damage from the amount paid by the Buyer.

If the Buyer requests that the product be delivered to the address, the Seller will inform him about the methods, conditions, price and terms of delivery upon receipt of the request. If the shipment is delayed at the buyer's request or for reasons that lie within the buyer's scope, the product will be stored at the buyer's expense.

## **11. CUSTOMER SERVICE**

For more information, contact our customer service via the e-mail address: [info@fjakka.com](mailto:info@fjakka.com)

## **12. RETURN OF PRODUCTS**

You can unilaterally terminate the contract you entered into as a consumer and return the purchased products without giving any reason within fourteen (14) days of receiving the products purchased on [fjakka.com](http://fjakka.com), all in accordance with the procedure described in these General Terms and Conditions. To return the product, it is necessary to fill out the online form for unilateral termination of the contract and submit it to the Seller within fourteen (14) days from the receipt of the goods, by mail to the address BELINA d.o.o., Republic of Croatia, Vrtnjakovec (Municipality of Krapinske Toplice), Vrtnjakovec 131, or by e-mail to the address [info@fjakka.com](mailto:info@fjakka.com). The deadline for unilateral termination is fourteen (14) days from the day when you or a third person designated by you, who is not the carrier, is given possession of the goods that are the subject of purchase.

We will send you the confirmation of receipt of the notice of unilateral termination of the contract by e-mail without delay.

You must bear the direct costs of returning the goods yourself.

The right of return - apart from compliance with the conditions and procedures described in this point of the General Terms and Conditions - will be considered correctly executed, and will thereby bind the Seller, when all the following conditions are fully met:

- A) the contract termination form must be correctly completed and submitted within fourteen (14) days of receiving the order;
- B) the products must not be used, worn, washed or damaged.

It is considered that you have fulfilled your obligation on time if you send or hand over the goods to us, that is, to the person we are authorized to receive the goods, before the expiry of the aforementioned period.

If the right to return is returned in accordance with the provisions set forth in this section, the Seller will refund the amount paid for the returned products.

If the user unilaterally terminates the Agreement, he will be refunded the funds received from him, including delivery costs, without delay, and no later than within 14 (fourteen) days of receiving the decision on unilateral termination of the Agreement, and the return of the goods, unless you have chosen another type of delivery that is not the cheapest standard delivery that we have offered. The refund will be made in the same way you made the payment. In the event that you agree to another way of returning the amount paid, you do not bear any costs in relation to the return.

The user is obliged to hand over the goods or send them to the address no later than within 14 (fourteen) days from the day when he sent his decision on unilateral termination of the Agreement to the Seller. We can issue a refund only after the goods have been returned to us or after you provide us with proof that you sent the goods back to us.

Once we confirm that the above conditions have been properly met, we will immediately begin the refund process as outlined in this section. The buyer is responsible for any decrease in the value of the goods that is the result of handling the goods, except for that which was necessary to determine the nature, characteristics and functionality of the goods. In case of damage to the original packaging, the refund amount will be reduced by a percentage corresponding to the value of the goods, which the user will be informed about.

The buyer does not have the right to unilaterally terminate the contract from this section if the Seller has fully fulfilled the service, and the fulfillment began with the express prior consent of the consumer and with his confirmation that he is aware of the fact that he will lose the right to unilaterally terminate the contract from this section if the service is fully fulfilled; if the subject of the contract is goods or services, the price of which depends on changes in the financial market that are beyond the trader's influence, and which may occur during the duration of the consumer's right to unilateral termination of the contract, if the subject of the contract is goods that are manufactured according to the consumer's specifications or which is clearly adapted to the consumer, and if the consumer has specifically requested a visit by the trader in order to perform repair services for which the price is paid, and the contract, the fulfillment of which began with the express prior consent of the consumer, has been fully fulfilled.

The buyer will additionally exercise the right to return the product within thirty (30) days from the date of receipt of the product by the buyer, and the seller will return the amount already paid for the purchase of the product and the shipping costs for your delivery only if the products are returned for a reason that may have been caused by the Seller, such as when the products do not have the promised essential characteristics, have manufacturing defects or were delivered incorrectly. In this case, the Buyer is obliged to follow the instructions regarding the return of the product from this section of the General Terms and Conditions.

In the event that your return does not comply with the conditions specified in this section of the General Terms of Sale, you will not be entitled to a refund of the amount already paid to the Seller;

nevertheless, you have the right, at your own expense, to receive the products in the condition in which they were sent to the seller. If you do not want to receive the products in the condition in which they were sent to the seller, the seller will have the right to keep the products and keep the amount already paid.

### **13. TIME AND PROCEDURE FOR PRODUCT RETURN**

After returning the product, we will check the conformity of the product with the conditions set out in section 12 of the general conditions. When the Seller is able to confirm that such conditions are met, we will send you an email confirming the acceptance of the returned products.

The refund will be made in the same way you made the payment. If the recipient of the products specified in the purchase order is different from the person who made the payment for such products, the seller will refund the amount paid for the returned items to the person who made the payment.

### **14. OBJECTIONS AND COMPLAINTS**

The buyer is obliged to inspect the item of purchase when picking it up. Complaints related to product defects and all other objections can be made in writing by e-mail to the e-mail address [info@fjakka.com](mailto:info@fjakka.com), or by regular mail to the address BELINA d.o.o., Republic of Croatia, Vrtnjakovec 131, 49217 Vrtnjakovec (Municipality of Krapinske Toplice) .

In the case of a justified complaint, it is possible to terminate the contract with a refund of the amount paid or product replacement.

If it is a question of damage and/or malfunction of the delivered goods, the buyer should send a photo of the said complaint to verify the damage and/or malfunction. The buyer is referred to the provisions of the Law on Obligatory Relations regarding material and legal defects and the deadlines for pointing them out. In the event of a justified complaint within the time limits specified by the Act in question, the entire cost of replacing the product shall be borne by the seller.

In the event of a dispute regarding the justification of the complaint, an expert or other professional person will be hired to examine the product.

### **15. PRIVACY**

Information on how we process your personal data can be found by clicking on the Privacy Policy. Detailed information on the categories of personal data, purposes of collection and legal basis, as well as your rights and their realization, can be found in our Rulebook on methods of processing and use of personal data. For information about our privacy policy, you can contact our customer service or you can contact us at the registered offices: BELINA d.o.o., Republic of Croatia, Vrtnjakovec 131, 49217 Vrtnjakovec (Municipality of Krapinske Toplice).

### **16. GOVERNING LAW**

These General Terms and Conditions of Sale are governed by Croatian law. By ordering and purchasing on our website, you accept the jurisdiction of the court in the Republic of Croatia and the application of Croatian law in the event of a dispute related to purchases via [fjakka.com](http://fjakka.com). Seller does not warrant that the materials or services available on this Site are appropriate or available for use in all other locations. Access to the website from areas where its content is illegal is prohibited. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws.

All relations that are not regulated by these General Terms and Conditions shall be subject to the applicable regulations of the Republic of Croatia.

### **17. AMENDMENTS AND AMENDMENTS**

The general conditions of sale may change from time to time due to new laws and regulations or for other reasons. The new General Terms and Conditions of Sale shall enter into force on the eighth day after publication on [fjakka.com](http://fjakka.com).

Using the site after the Terms of Use has been changed will mean that the Customer is familiar with the changes, and understands and fully accepts them. The seller excludes responsibility for any damage caused to customers or third parties as a result of such changes to the General Terms and Conditions.

If, after the adoption of these General Terms and Conditions by legal or by-laws, an issue regulated by these General Terms and Conditions is resolved in a different way, the provisions of the relevant regulation will apply, until the corresponding amendments to these General Terms and Conditions enter into force.

If any provision of these General Terms and Conditions is subsequently found to be invalid, this will not have an effect on the validity of the other provisions, and the General Terms and Conditions will remain in force with the fact that the invalid provision will be replaced by a valid one that will, to the greatest extent possible, enable the achievement of the goal wanted to achieve with a provision that was found to be null and void.

#### **18. WARRANTIES AND DISCLAIMER OF LIABILITY**

The information contained on the website [fjakka.com](http://fjakka.com) is for general information only. This information is provided by the Seller and while we endeavor to keep the information up-to-date and accurate, we make no representations or warranties of any kind, express or implied, as to the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, products, services or related graphics contained on the Website for any purpose. Any reliance on such information is therefore strictly at your own risk.

In no event shall we be liable for any loss or damage, including without limitation, indirect or consequential loss or damage, or any loss or damage arising from loss of data or profits arising out of or in connection with the use of this website.

Every effort has been made to make [fjakka.com](http://fjakka.com) function optimally. However, the Seller assumes no responsibility for, and will not be liable if the Website is temporarily unavailable due to technical problems beyond our control.