

# TERMS & CONDITIONS

## TERMS OF BUSINESS

### GENERAL TERMS AND CONDITIONS

The general terms and conditions of the online store Cafélier d.o.o. are compiled in accordance with the Consumer Protection Act (hereinafter: ZVPot), with the recommendations of the Chamber of Commerce and Industry of Slovenia and international codes for e-commerce.

The Cafélier d.o.o. online store (hereinafter referred to as "online store") is operated by the company Cafélier, prodaja drugih izdelkov iz plastičnih mas, D. O. O. (hereinafter the company or Cafélier d.o.o.). The general terms and conditions deal with operations, user rights and the business relationship between the company and the customer. -

Cafélier, prodaja drugih izdelkov iz plastičnih mas, D. O. O., Kasaze 31, 3301 Petrovče Slovenia, Europe, The company Cafélier d.o.o. is a taxable person (ID: (SI35922940).

Business account opened with DELAVSKA HRANILNICA d.d. LJUBLJANA, Slovenia, IBAN SI56 6100 0001 6306 726 (hereinafter: the seller)

You must be over 18 years of age to purchase or use products from the <https://home.cafelier.eu>, online store. By confirming your agreement to the general terms and conditions below, you also confirm that you are over 18 years of age.

The company undertakes not to set any contractual terms that would be unfair to the consumer, in accordance with the provisions of ZVPot. Unfair contract terms are void.

These general terms and conditions are published on the website <https://home.cafelier.eu/> in the "Terms and Conditions" section in the footer of the page, they are also kept in physical form at the company's headquarters. By publishing on the website, it is considered that the general terms and conditions are known to the buyer, and by concluding the sales contract, the buyer declares that he has read the general terms and conditions and is fully acquainted with them.

### CHANGES TO THE GENERAL TERMS AND CONDITIONS

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. You are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it. If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you. The customer is considered to be aware of the changes at the time the change is posted on the website <https://home.cafelier.eu> and upon receipt of the notification of the change. By doing so, the buyer is deemed to agree to the change in the general terms and conditions.

If the buyer declares that he does not agree with the changed terms of business, the company has the right to withdraw from the contract.

In the event that an individual provision in the contract or general terms and conditions would be invalid or unenforceable or if a legal loophole would arise, this does not affect other provisions in the

contract or general terms and conditions, with both parties agreeing that instead of the invalid or unenforceable or non-existent provision, a provision nearest to the purpose or objective of the contract shall be used.

## **AVAILABILITY OF INFORMATION**

The company undertakes to always provide the following information to the user:

1. Company identity (company name and registered office, register number), Contact information that enables the user a quick and effective communication (e-mail, telephone),
2. Essential characteristics of the goods,
3. Availability of products (each product offered on the website is available within a reasonable time).
4. Terms of delivery of products (method, place and deadline of delivery).
5. All prices must be clearly and unambiguously specified and must show whether they already include taxes and transport costs.
6. Method of payment and delivery.
7. Temporal validity of the offer.
8. The period within which it is possible to withdraw from the contract and conditions for withdrawal; moreover, information about potential costs of returning the product for the buyer,
9. Explanation of the complaint procedure, including all details of the contact person.

## **USE OF LANGUAGE**

In accordance with the first paragraph of Article 2 of the ZVPot, the company deals with consumers in the Slovenian language. It uses the full name of the company and registered office in written communications. When labeling products, it provides the customer with the necessary information regarding the characteristics, sales conditions, use and purpose of the product. This information is in the language that consumers in the area of the Republic of Slovenia can understand. Instead of verbal language, the company also uses generally understood symbols and images when labeling products.

When the business is also intended for foreigners, in addition to Slovene, the company also uses a foreign language, in accordance with the first paragraph of Article 14 of the ZJRS.

## **TYPES OF USERS**

By registering at <https://home.cafelier.eu> you become a member of the online store. Registered members as well as guests who make a quick purchase and do not need to register before making a purchase have the right to purchase in the online store.

## **PRODUCT OFFER**

Products offered through the online store are part of the offer of the company Cafélier d.o.o. Product prices are presented as retail prices and include Value Added Tax (VAT) and do not include shipping costs. Occasionally prices fluctuate according to current promotions.

Due to the nature of online business, the offer of products in the online store changes and is updated, and therefore errors can also occur. In order to eliminate the errors as quickly as possible, the company requests that the customer inform them about them via the contact information published on the website.

We try to display the color images of our products as accurately as possible, but we cannot guarantee that the color display on your monitor will be the same as the live product.

The online store is supported by Omnisend Inc., which provides an online platform to also sell our products.

## **PAYMENT METHODS**

The online store allows the following payment methods:

- according to the pro forma invoice (UPN Universal Payment Order) to the company's account,
- with payment or credit card (Mastercard, Visa, American Express)
- via the PayPal system

Cash on delivery via the online store is not possible. Independently from the online store.

The company ensures that the customer, in the process of placing an order when concluding a distance contract using electronic means, explicitly confirms that he agrees to the payment by placing an order. The function that triggers the order is marked with the words "confirm order". By confirming the order, the consumer assumes the obligation of payment to the company.

## **PRICES**

Prices include Value Added Tax (VAT).

Prices are valid at the time of the order and do not have a predefined validity. Cafelier d.o.o. company has the rights, to raise or lower the purchasing price demanding the situation on the market.

Prices in the online store <https://home.cafelier.eu/> are the same for both registered members and guests of the online store.

The purchase contract between the seller and the buyer is concluded at the moment when the seller confirms the order (the buyer receives an electronic message about the status "Order confirmed"). From this moment on, all prices and other conditions are fixed and apply to both the company and the buyer.

The company will give the buyer the final price, which will include VAT, before concluding the contract or before the offer becomes binding for the buyer.

## **PROMO CODE**

The promo code brings various benefits (product discounts, free shipping ...) when purchasing and is limited in time. An active promo code is published by the seller in a way that corresponds to the purpose of the seller's marketing campaign. The seller does not guarantee that there is an active promo code at the time of purchase.

You can find an active code on the first page of the advertisement, in an e-mail or in other media. The code brings various benefits. Any code is always limited in time, but must be redeemed within a limited time, otherwise it is invalid.

### **How do I use a promo code (coupon)?**

A promo code is an alphanumeric string of characters that the user enters before completing an order by entering in the "promo code" field. After that, the benefit automatically assigned to the coupon is activated in the system and it becomes clear in the product basket that the coupon has been activated.

## **PURCHASE PROCEDURE**

**I. Product selection:** On the website <https://home.cafeliev.eu/> the user selects the product and clicks on the "Add to cart" link. The system notifies him that the product has been successfully added to the cart. To continue shopping, he must click the "x" at the top right and return to the online store. To complete the purchase, he must right-click on the "Checkout" link and the system will take him to the shopping cart.

**II. Removing the product from the shopping cart:** On the website <https://home.cafeliev.eu/> in the upper right corner, there is a shopping cart icon, in which after clicking on the icon, the user on the right side of the website is shown the products he added to the shopping cart while browsing the online store. The user clicks on "-" for the product he wants to remove from the cart, and clicking on the "x" returns him to the online store.

### **III. Shopping cart:**

To complete the order, the user must select the payment method in the lower corner. If the user has a valid discount code, he enters it in the appropriate field above the payment option and clicks the "use coupon" button.

In the fields, the user submits the required information (e-mail, name, surname, address, address, place, postal code and telephone number), which we need to confirm and complete the order and deliver the product. If the user has not yet applied the promo code, he can re-enter it in the upper right corner. The form allows the user's data to be saved for the next order.

The user confirms his data by clicking on the "continue" button and arrives at the page to calculate the cost of delivery.

The products that the user added to the shopping cart while browsing the online store are displayed. The price of the product, the cost of shipping, the value of VAT and the total cost of payment are shown in the shopping cart before the order is completed.

By clicking on the "continue" button, the user arrives at the page where he selects the type of payment (payment by proforma invoice, credit card, paypal) and fills in the data. He also must specify the address for issuing the invoice. The user confirms the order by clicking on the "Confirm order" button

**IV. Completion of the order:** The user can view the provided delivery information, the payment method he has chosen and the contents of the shopping cart. If the order has been successfully completed.

## **PURCHASE NOTIFICATION PROCEDURE**

After placing the order, the customer receives an e-mail notification that the order has been accepted and then receives the tracking number of his package in the next e-mail.

The online store can call the customer on his contact telephone number to verify the data or to ensure the accuracy of the delivery.

The purchase procedure for legal entities is slightly different, they should choose the option "VAT free purchase as EU company" and fill the form with company details and tax number. Online store will send an invoice to their email address.

## **ORDER**

The purchase contract between the seller and the buyer is concluded in the online store <https://home.cafelier.eu/> at the moment when the seller sends the first e-mail confirming his order. From that moment on, all prices and other conditions are fixed and apply to both the seller and the buyer.

The sales contract (i.e. the first electronic message on the status of the order) is stored in electronic form on the seller's server and is available to consumers upon their written request.

## **CONSUMER'S RIGHT OF WITHDRAWAL FROM THE CONTRACT**

In the case of distance contracts, the consumer has the right to unambiguously and clearly inform the company by e-mail to [home@cafelier.eu](mailto:home@cafelier.eu) or [info@cafelier.eu](mailto:info@cafelier.eu) within 14 days of receiving the goods that he is withdrawing from the contract, without having to state the reason for his decision.

The buyer may inspect and test the received goods only to the extent strictly necessary to establish the actual situation and as is usual in stores. Any "testing" that deviates from the above can be considered a use of goods, and the buyer in accordance with the eighth paragraph of Article 43d of ZVPot is responsible for reducing the value of goods if the reduction is due to conduct not necessarily necessary to determine the nature, properties and operation of the goods.

Pursuant to the fifth paragraph of Article 43 of the ZVPot, the buyer does not have the right to withdraw in case of personalized caps, because these are goods that are manufactured according to the exact instructions of the consumer and adapted to his personal needs. Refunds for the price of the cap which includes engraving cannot be offered by the company.

**The consumer must immediately or no later than 14 days after the notification that he withdraws from the order return the goods to the company at the address: Cafélier d.o.o. Kasaze 31, 3301 Petrovče, Slovenia.** The consumer is considered to have returned the goods on time if he sends them before the expiry of the 14-day return period (the postmark is checked).

The consumer bears the cost of returning the goods, in case of withdrawal from the contract, if necessary. The only cost borne by the buyer in connection with the withdrawal from the order is the direct cost of returning the goods. When returning the goods, the consumer also sends the invoice for the goods and personal data and a bank account to which he wishes to receive the returned payment. The refund shall be performed by the company immediately or no later than within 14 days of receiving the notice of withdrawal from the contract.

The company may withhold the refund of received payments until the goods are returned or until the consumer provides proof that the goods have been sent back. Shipping costs for the returned goods are non-refundable and the cost will not be included in the refund.

The buyer must return the product to the seller Cafélier d.o.o. undamaged and in unaltered quantity, unless the item is destroyed, damaged, lost or its quantity has decreased without the consumer's fault.

In the event that the goods are returned due to use without the original packaging or the goods are damaged, the company may file a claim against the buyer for a refund of the value of the goods.

Upon withdrawal from the contract, where a promo code or discount code was used, these funds are considered as a discount and are not returned to the user. Only the paid amount is returned to the user's bank account.

## **RESPONSIBILITY FOR MATERIAL DEFECTS**

The seller Cafélier d.o.o.) is responsible for material defects that the item had when the danger passed to the buyer, regardless of whether he was aware of it or not. The seller is also liable for those material defects that appear after the danger has passed to the buyer, if they are due to a cause that already existed before. A slight material defect is disregarded.

A damage is material if the item does not have the properties necessary for its normal use; if the item does not have the properties necessary for the special use for which the buyer is buying it, but which was known to the seller or should have been known to him; if the item does not have properties or qualities that have been explicitly or tacitly agreed or prescribed; if the seller has handed over an item that does not match the pattern or model, unless the pattern or model has been shown only symbolically.

## **COMPLAINT FROM THE TITLE OF MATERIAL DAMAGE**

In accordance with Article 37a of the ZVPot, the buyer can exercise his rights arising from a material damage if he notifies the seller of the damage no later than two months from the day when the damage was discovered. The buyer must describe the damage in more detail in the damage notice and allow the seller to inspect the thing.

**The buyer notifies the seller of the error via e-mail to [home@cafelier.eu](mailto:home@cafelier.eu) or [info@cafelier.eu](mailto:info@cafelier.eu) with pictures where the deficiencies are documented/a completed form where he specifies the deficiencies.** The company will respond in writing to the consumer's request no later than eight days after receipt.

The seller is not responsible for damages that occur after 1 year from the purchase.

The buyer who has correctly notified the seller of the damage and the seller acknowledges the damage, has the right to request the seller to fix the damage on the goods or return part of the amount paid in proportion to the damage or replace the defective goods with new faultless goods or return the amount paid.

## **WARRANTY**

The electronic components Cafélier product are covered by a one-year warranty from the date of purchase.

To enforce the warranty, the customer must contact via email [info@cafelier.eu](mailto:info@cafelier.eu) or [support@cafelier.eu](mailto:support@cafelier.eu), explain the problem and provide proof of purchase (invoice, order confirmation ...) The company will review and process the request and see how it can resolve the issue in the shortest possible time. Defective product will be repaired or replaced without any cost to consumer, including shipping costs.

## **SHIPPING COST**

Seller ships products worldwide. In the section "Delivery costs" provides information on delivery times and shipping costs. All orders from outside the EU may be subject to import duties and taxes, which must be paid upon arrival of the shipment and are not included in the shipping costs. Customs costs vary from country to country and if the buyer needs detailed information on customs costs, the seller will refer him to the local customs office.

## **SECURITY**

Cafelier d.o.o. uses appropriate technological and organizational means to protect the transmission and storage of personal data, orders and payments. Credit card authorizations are performed in real time with immediate verification of data at banks. Card information is not stored on the server.

## **PERSONAL DATA PROTECTION**

The seller undertakes to permanently protect all personal data of the user.

The buyer keeps the IP addresses of all visitors to the online store <https://home.cafelier.eu/> for an indefinite period of time, and for customers also: name and surname, e-mail address, contact telephone, primary address and delivery addresses, country of residence, gender, time and date of purchase and an archive of communication with the seller.

The seller will use personal data exclusively for the purpose of fulfilling the order (sending information material, offers, invoices) and other necessary communication. In no case shall the user's data be handed over to unauthorized persons.

The user is also responsible for the protection of personal data by ensuring the security of his username and password and adequate software (antivirus) protection of his computer.

## **LEGAL NOTICE**

The online store and all the information on it, product images, graphic and video elements on the website are protected by the Copyright Act and may not be reproduced or used without prior written permission.

## **LIMITATION OF LIABILITY**

The seller does his best to ensure that the information published on the website is up-to-date and correct. However, product features, delivery time, or price may change so quickly that the online store sometimes fails to correct the information on the website. In this case, the seller will inform the buyer of the changes and allow him to cancel the order or to change the ordered goods.

## **EXCLUSION OF LIABILITY**

We reserve the right to disable the website or disable access to it due to technical or other problems and maintenance, which also means disabling or hindering the use of the online store. In case of technical problems on the website, we reserve the right to cancel placed orders that have been affected by a technical error. In the event of order cancellation, we will notify you as soon as possible and inform you of the next steps. You must ensure that the equipment (antivirus, etc.) is adequately

protected against accessing and using the website. The customer must ensure the appropriate security and confidentiality of the data used to log in to the website (e-mail address, password).

## **COMPLAINTS AND DISPUTES**

The company respects the applicable European consumer protection legislation and makes every effort to fulfill its duty to set up an effective complaint handling system and to designate a person with whom the customer can contact by telephone or e-mail in the event of problems.

Complaints are submitted via the e-mail address [home@cafelier.eu](mailto:home@cafelier.eu) or [info@cafelier.eu](mailto:info@cafelier.eu). The complaint handling procedure is confidential and includes: receiving the complaint, reviewing the complaint, handling the complaint and responding to the consumer in relation to the complaint. The company will confirm as soon as possible or within 8 days at the latest that it has received the complaint and inform the consumer how long it will take to process it and keep him informed of the progress of the procedure.

The company respects the applicable European consumer protection legislation and makes every effort to fulfill its duty to set up an effective complaint handling system and to designate a person with whom the customer can contact by e-mail in the event of problems.

Complaints are submitted via the e-mail address [support@cafelier.eu](mailto:support@cafelier.eu) or [info@cafelier.eu](mailto:info@cafelier.eu). The complaint procedure is confidential. The online store will acknowledge receipt of the complaint within five working days, inform the customer how long it will take to process it and keep him informed of the progress of the procedure.

The company is aware that the essential characteristic of the buyer's dispute, at least in terms of judicial resolution, is the disproportion between the economic value of the claim and the costs arising in the resolution of the dispute itself. This is also the main obstacle for the buyer not to initiate a dispute before a court. Therefore, we do our best to resolve any disputes by mutual agreement.

In the case of judicial settlement of disputes, the court having jurisdiction over the consumer's domicile has jurisdiction.

## **OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES**

In accordance with the legal norms, we do not recognize any performer of out-of-court settlement of consumer disputes as responsible for resolving a consumer dispute that the consumer could start in accordance with the Out-of-Court Settlement of Consumer Disputes Act.

This legislation arises from the Out-of-Court Settlement of Consumer Disputes Act, Regulation (EU) No. 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2016/2004 and Directive 2009/22/EC.

Questions about the Terms of Service should be sent at [info@cafelier.eu](mailto:info@cafelier.eu)