

## **Terms and conditions**

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### **1. Information about us**

We operate the website [www.hmezad.si](http://www.hmezad.si). We are HMEZAD exim d.d. Žalec, Vrečerjeva ulica 14, 3310, Slovenia a company registered in Republic of Slovenia under company number 5150973000. Our VAT number is SI88110494.

### **2. Your status**

2.1 By placing an order through our website, you warrant that:

2.1.1 you are legally capable of entering into a binding contract;

### **3. How the contract is formed between you and us**

3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.

3.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

### **4. Our status**

We may provide links on our website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from companies to whose website we have provided a link on our website, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against any third party seller

4.1 Consumer rights

### **5 If you are contracting as a consumer:**

5.1.1 you may cancel a Contract at any time within seven working days, beginning on the day after you receive the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 11);

5.1.2 to cancel a Contract, you must inform us in writing. You must also return the Products to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

5.2 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 5 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

### **6. Business customers**

6.1 If you are not contracting as a consumer:

6.1.1 you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products; and

6.1.2 these Terms and any document expressly referred to in them constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the us which is not set out in these Terms or any document expressly referred to in them.

## **7. Availability and delivery**

7.1 Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

7.2 Occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.

7.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event (as described in clause 18) or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. If we fail to deliver the Products, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products.

7.4 We may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

## **8. International Delivery**

8.1 If you order Products from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

8.2 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

## **9. Risk and title**

9.1 The Products will be at your risk from the time of delivery.

9.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## **10. Price and payment**

10.1 Subject to clauses 10.4 and 10.5, the price of the Products and our delivery charges will be as quoted on our website from time to time.

10.2 Product prices include VAT.

10.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

10.4 Our website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

10.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.

10.6 Payment for all Products must be by credit or debit card. We will not charge your credit or debit card until we dispatch your order.

10.7 Use of this site requires personal data processing of a client in the following matter: ... (for example: first name and last name, phone number, e-mail, billing address, etc.). Data will be processed by: Hmezad Exim d.d. in a way that is crucial to agreeing on a contract, as well as its fulfillment. Transaction data, in that personal data, can be transferred for the benefit of PayLane Sp. z o.o. located in Gdańsk at Arkońska 6/A3, zip code: 80-387, KRS: 0000227278, on the terms that it will be beneficial on in service connected to order payments. A client has the right to see the content of his data and any corrections made to it. Sharing of information is voluntary, however, at the same time it is crucial to using this site.

## **11. Our refunds policy**

11.1 If you return a Product to us:

11.1.1 because you have cancelled the Contract within the seven-day cooling-off period under clause 5.1.1, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us.

11.1.2 for any other reason (for instance, because you have notified us in accordance with clause 22 that you do not agree to a change in these Terms or in any of our policies, or because you consider that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day on which we confirm to you via e-mail that you are entitled to a refund. We will refund the price of a defective Product in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us.

11.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## **12. Warranty**

12.1 Any samples, drawings, descriptive matter, or advertising produced by us and any descriptions or illustrations contained on our website are produced for the sole purpose of giving an approximate idea of the Products described by them. They shall not form part of the Contract or have any contractual force.

12.2 Subject to clause 12.1, we warrant to you that any Product purchased from us through our website will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are usually supplied.

## **13. Our liability**

13.1 Subject to clause 13.3, if we fail to comply with these Terms, we shall only be liable to you for the purchase price of the Products and, subject to clause 13.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

13.2 Subject to clause 13.3, we will not be liable for losses that result from our failure to comply with these Terms that fall into the following categories:

13.2.1 loss of income or revenue;

13.2.2 loss of business;

13.2.3 loss of profits;

13.2.4 loss of anticipated savings;

13.2.5 loss of data; or

13.2.6 waste of management or office time.

However, this clause 13.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by the categories in clauses 13.2.1 to 13.2.6.

#### **14. Indemnity**

You shall indemnify and hold us harmless from and against any and all losses which we may at any time incur by reason of any action or proceeding brought against us and arising out of or resulting from the use, marketing, packaging, distribution or sale of the Products by you including product liability claims, except where resulting from breach of a Contract, negligence, wilful default, or failure by us to supply Products in accordance with a Contract.

#### **15. Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

#### **16. Notices**

All notices given by you to us must be given Hopsi d.o.o. at the address set out in clause 1. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 15. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

#### **17. Transfer of rights and obligations**

17.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

17.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### **18. Events outside our control**

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

18.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

18.2.1 strikes, lock-outs or other industrial action;

18.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

18.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

18.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

18.2.5 impossibility of the use of public or private telecommunications networks;

18.2.6 non-performance by our suppliers or subcontractors (other than by companies in the same group as us); and

18.2.7 the acts, decrees, legislation, regulations or restrictions of any government.

18.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **19. Waiver**

19.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

19.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

19.3 No waiver by us of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 16.

## **20. Severability**

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **21. Entire agreement**

21.1 These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

21.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms or the documents referred to in them.

21.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

21.4 Nothing in this clause 21 limits or excludes any liability for fraud.

## **22. Our right to vary these Terms**

22.1 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

22.2 You will be subject to the policies and Terms in force at the time that you order products from us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Terms, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **23. Law and jurisdiction**

23.1 Contracts for the purchase of Products through our website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Slovenian law.

23.2 Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

#### **24. Extrajudicial dispute resolution**

Extrajudicial dispute resolution in accordance with legal norms we do not recognise any provider of extrajudicial resolution of consumer disputes as responsible for resolving consumer disputes the consumer might enter into in accordance with the Act on Extrajudicial Consumer Dispute Resolution. Hmezad Exim d.o.o., which as a provider of goods and services offers an online store in the area of Slovenia, has published a link on its website to the platform for online resolution of consumer disputes (SRPS). The platform is made available to consumers [HERE](#). That arrangement derives from the Act on Extrajudicial Consumer Dispute Resolution and the Regulation (EU) No. 524/2013 of the European Parliament and the Council on the online settlement of consumer disputes and the amendment of the Regulation (EC) No 2016/2004 and the Directive 2009/22/EC.

#### **25. Protection of personal information**

The provider undertakes to permanently protect all personal user data. The provider will use the personal data solely for the fulfillment of the order (order confirmation, invoice and successful delivery) and other necessary communication.

Personal information will in no case be handed over to unauthorized persons. The user itself is also liable for the protection of personal information, in a way that he or she ensures the security of their username and password, and the appropriate software (anti-virus) to protect his/hers computer.

#### **26. Invoice**

Hmezad Exim sends, after the delivery and payment of the ordered products has been made, an invoice in pdf format to the e-mail address of the buyer. The invoice contains the costs of the article, and the costs of the expenditure regarding the purchase. The buyer is obliged to check the accuracy of the information before placing an order.

#### **27. Customers right of withdrawal from the contract**

For contracts concluded at a distance, the consumer is entitled to send an email within the 14 days to the companies e-mail address – [hmezad@hmezad.si](mailto:hmezad@hmezad.si), or to any other communication channel, clearly stating to withdraw from the contract without having to state a reason for his decision.

The consumer must, within the 14 days after the notice of the cancellation has been made, return the goods. The consumer returns the goods to the following address: HMEZAD exim d.d. Žalec, Vrečerjeva ulica 14, 3310, Slovenija. The only cost to the consumer in relation to the cancellation of the contract is the direct cost of returning the goods.

The consumer must return the item to the provider in the same amount and undamaged, unless the item is destroyed, damaged, lost, or its quantity is reduced, without the fault of the consumer.

When returning the goods, the consumer must send the invoice for the goods, personal information as well as the bank account to which he wishes to receive the returned payment. Refunds will be made within 14 days after receiving the notification of withdrawal.

#### **28. Applicable law and jurisdiction**

The provider and the Buyer will endeavor to try to resolve the dispute arising from the contract amicably. If this is not possible, the dispute shall be resolved before the Slovenian courts, with the use of Slovenian law, except in cases that are subjected to the rules of consumer disputes.

#### **29. Personal Data (Data Protection Regulation)**

Personal data is used exclusively for the processing of an individual order and is not used for other purposes. After the execution of the order, the user can also correct or delete the

information in the  
within the “My Account” section.  
For more information on GDPR open:  
[eur-lex.europa.eu](http://eur-lex.europa.eu) | [ip-rs.si](http://ip-rs.si)