

# General Terms and Conditions Online Sales, Rok Groznik sp

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## 1. In general

These General Terms and Conditions apply to the sale of products published in catalogs and on the website of the company Spletna Trgovina, Rok Groznik sp (hereinafter: the Online Store).

General terms and conditions are available on the website

<https://www.haloknauf.si/>, <https://eigraca.si/> <https://ledsvet.si/> <https://mojaoprema.si/>,

therefore, it is considered that every consumer who orders on the website is familiar with their full text.

By placing an order in any form, you are deemed to have fully accepted these General Terms and Conditions. The contract can be concluded only in the Slovenian language.

## 2. Ordering products

You order products from us without any risk. You can view the products at home in peace and, if they do not suit you, simply return them together with the withdrawal statement and invoice (see product return). You can order products in the following ways:

- by e-mail to:  
[info@haloknauf.si](mailto:info@haloknauf.si),  
[info@mojaoprema.si](mailto:info@mojaoprema.si)  
[info@eigraca.si](mailto:info@eigraca.si)  
[info@ledsvet.si](mailto:info@ledsvet.si)

Online:

<https://www.haloknauf.si/>, <https://eigraca.si/> <https://ledsvet.si/> <https://mojaoprema.si/>,

- by phone at: 069  
731 944

## 3. Execution or rejection of the order

We accept accepted orders as irrevocable. We will start with the activities necessary for the execution of the accepted orders in the shortest possible time. The online store may reject the order if it finds that it cannot perform it under the stated conditions.

### 3.1. Ordering online

**a. Queue order:** After the successful submission of the order, you will receive a notification by e-mail that the order has been accepted for processing, and you will also receive an SMS.

**b. Order shipped:** In case of missing information, we will contact you by e-mail or by phone, which is listed in the contact information. The complete order will receive the status of a shipped order and thus the contract on the purchase of ordered items between the buyer and the provider is officially concluded. You will receive an email notification and you will also receive an SMS.

**c. Product in stock:** Is the product in stock or not? when the next delivery of the product is scheduled can be seen on our website.

**d. Order confirmed:** The order will be shipped to the logistics center. All products that will be in stock during the order processing and package preparation phase will be delivered within 14 days at the latest. If you do not receive the products within this time, call us at 069 731 944 or send us a question to the e-mail address. The vast majority of packages are in principle delivered within 24 hours on weekdays. You will receive an email notification and you will also receive an SMS.

#### **4. Product delivery**

We will prepare the ordered products and send them to your address within the set deadline. On the invoice, you will also find all the information about the warranty period of electronic products. The payer's information on the invoice cannot be changed once the order has been placed.

We will deliver the products with our contractual partners in suitable package packaging. If you are not at home when you visit the courier, he will leave you a notification about the arrival of the shipment or notifications and ask about the possibilities of delivery of the package. You will also be able to pick up the package at the branches of the delivery service.

The costs of packaging, delivery and postage for an individual one-time order are free of charge, depending on the value of the order, which is a minimum of € 30 including VAT and only applies to advance payments.

#### **So NO POSTAGE when ordering over 30 EUR for prepayments.**

We will deliver the ordered goods, if possible, within the usual delivery time, which is 1-2 working days from the received order. If it is not possible to ship the goods (late payment of the pro forma invoice) within the legally prescribed period of 45 days, we will notify you as soon as possible of the new estimated delivery and delivery time.

If we are not able to deliver the ordered goods to you within the additional deadline, you can withdraw from the contract, and we will return all received payments to you immediately or no later than 14 days after receiving the notice of withdrawal from the contract.

Notwithstanding the provision of the previous paragraph, you can withdraw from the contract after the agreed deadline, without leaving the company an additional deadline to fulfill the obligations, if you inform the company before concluding the contract that the agreed deadline is an essential component of the contract.

#### **5. Sold out products**

In some cases, we may not be able to deliver an individual product to you because it is sold out (when you do not pay within 48 hours of the issued pro forma invoice). Please understand.

We are sure that you will find a replacement product in our wide range of products. If the product is not available for the legally prescribed 45 days, we will refund the funds.

#### **6. Acceptance of products**

Acceptance of products is possible through the delivery service or our business unit PE NOVO MESTO, Seidlova cesta 36, where you can view the product before purchase. For products purchased in PE Novo Mesto, the 14-day return period does not apply.

#### **7. Prices**

All prices quoted are expressed in euros and include value added tax. VAT payers must provide the identification number and full name of the company when ordering.

Due to the daily updating of prices and stocks and images on the website, errors can occur that we cannot influence and are not responsible for. In the event of a large discrepancy in prices or technical data, we will notify you of any changes to your order.

#### **8. Method of payment**

You can pay for the ordered products in the following ways:

- cash on delivery  
In this case, you pay for the goods in cash or by card.
- payment with credit cards.

- payment by proforma invoice (we will send you the proforma invoice by e-mail).  
The proforma invoice is valid for up to 3 days, after this period we no longer hold the stock. When paying the invoice be sure to provide a reference that is the order number.

- payment with Paypal.

You can also pay for the product with a Paypal account. [Paypal.com](https://www.paypal.com) je provider of secure e-payment with credit cards.

+ Leanpay credit payment for purchases over € 50

+ Valu - coin (telecom of slovenia)

The bidder issues an invoice to the buyer on a durable medium, with a breakdown of costs. For exact instructions on claiming service, warranty, withdrawal from the contract, contact us at the e-mail address. The sales contract (order) is stored in electronic form on the provider's server and is accessible to the customer at any time in his mailbox. We also reserve the right to delivery only against payment by proforma invoice.

We charge statutory default interest for overdue liabilities.

In the event of late payment, we will also charge you for the costs of reminders and all costs for the recovery of outstanding liabilities, which also include attorney's fees and the costs of court fees and other fees.

By ordering the products, you agree and by the occurrence of late payment and upon his authorization, you also expressly authorize his agent to obtain all necessary information about your assets and perform all inquiries relating to your accounts with banks and other financial institutions and employment inquiries, as you also allow the online store and, upon his authorization, his agent to provide this information to other legal entities, in order to recover the receivables that the online store would have from you due to your unpaid obligations for the ordered products.

## **9. Reservation of title**

We reserve the right of ownership over the sold products and they remain the property of our online store even after they have been handed over to you, until you pay the purchase price for them in full.

## **10. Withdrawal from the contract, return of products and refund of payments**

### **10.1. Contract withdrawal**

In the case of distance or off-premises contracts, you have the right to inform us within 14 days that you are withdrawing from the contract without having to give a reason for your decision.

In the case of a sales contract, the withdrawal period shall begin on the day when:

- acquire actual possession of the goods,
- obtain actual possession of the last piece of goods, if any contracts for several pieces of goods that you have ordered in one order,
- acquire actual possession of the last consignment or piece of goods if the delivery of the goods consists of several consignments or pieces,
- gain actual possession of the first piece of goods if the delivery of the goods is regular during a certain period.

You do not have the right to withdraw from the contract for the following contracts:

- contracts for goods or services, the price of which depends on fluctuations in markets over which the company has no control and which may occur within the withdrawal period;
- a contract for goods that is made to your exact instructions and tailored to your personal needs;
- contracts for the supply of sealed audio or video recordings and computerized programs if you have opened the security seal after delivery;
- contract for the supply of sealed goods that are not eligible for return for health reasons or hygiene reasons
- a contract for the supply of goods which, by their nature, are inseparably mixed with other objects;
- a contract for the supply of digital content that is not delivered on a tangible medium, if the provision of the service has been initiated with your express prior consent and with the consent to thereby lose the right to withdraw from the contract
- contract for batteries, rechargeable batteries and battery packs, cables, lamps, components, if you have opened the security seal or if the original packaging has been removed
- a contract for designs which are partly or wholly composed by the consumer
- contract for disposable products, spare and replacement parts and used prepaid cards

Notice of resignation you can provide the company with an unambiguous statement clearly stating that you are withdrawing from the contract. Send us a notice of resignation:

- in electronic form on [info@haloknauf.si](mailto:info@haloknauf.si)

You are deemed to have submitted your resignation in a timely manner if you send it within the time limit set for withdrawal from the contract.

The burden of proof regarding the exercise of the right of withdrawal referred to in this Article shall be borne by the consumer.

## **10.2. Return of goods**

If you have already received the goods and withdraw from the contract, you must notify us within 14 days of receiving the product. And return it within 30 days to the address: Online Sales, Rok Groznik sp Podturn pri Dolenjske Toplice 42, 8350 Dolenjske Toplice.

You are deemed to have returned the goods on time if you notify us before the 14-day return period expires. Returned products must be accompanied by a copy of the invoice and a withdrawal form (or a statement showing this) so that we can carry out the entire procedure. In case of withdrawal from the contract, you cover your return costs.

## **10.3. Refund of payments received**

If you have already paid for the ordered goods, we will refund your full purchase price, no later than 14 days after the return of the purchased product and after receiving the relevant documentation.

If you have already received the goods and withdraw from the contract, you must return the goods within 30 days of notification of withdrawal from the contract.

In this case, the refund of received payments will be withheld until the return of the returned goods together with the relevant documentation.

We will return the received payments with the same means of payment as you used at the time of purchase or to a bank account if you paid by cash on delivery.

In any case, it is necessary to indicate your bank account for a refund.

If the product does not work properly or does not work according to your expectations, please contact our technical service by email [info@haloknauf.si](mailto:info@haloknauf.si), where our consultants will be able to help you with the necessary explanations. This way you will avoid possible misuse of the product and damage to the product itself and possible damage to other things.

Complaints will not be considered for products that are found to have been damaged due to improper or inappropriate use or handling, which is not necessarily necessary to determine the nature, properties and functioning of the goods. If you want to take over such a product again after rejecting the complaint, we will prepare it for you to pick up at PE Novo Mesto.

## **11. Warranty**

All electronic products have a 12-month warranty. For Huepar products for 24 months, all airless devices are covered by a 12-month warranty only on the electric motor with proper cleaning of the device. The warranty runs from the date of receipt of the goods. You can claim the warranty with a warranty service certificate and invoice! Do you have an unconfirmed warranty card? No worries! In this case, in accordance with Article 18 of the Consumer Protection Act, it is not necessary for the seller to confirm the warranty card separately, only the invoice is important.

Repair or replacement of products is performed in our service. If the repair lasts more than 45 days, we will replace the product with a new one, and if this is not possible, we will refund the purchase price for the product in full.

## **12. Actual error**

The online store must deliver the goods to the customer in accordance with the contract and is liable for material errors.

### **When the error is real:**

1. if the thing does not have the properties necessary for its normal use or for marketing;
2. if the thing does not have the properties necessary for the special use for which the buyer is buying it, but which was known to the store
3. if the thing does not have the qualities and merits that were explicitly or tacitly agreed or prescribed;
4. if the trader has delivered a thing that does not match the pattern or model, unless the pattern or model was shown for notification only.

The suitability of goods for normal use shall be assessed in the light of normal goods of the same type and taking into account any statements of characteristics made by the trader or manufacturer, in particular through advertising, product presentation or indications on the goods themselves. The provisions of the law governing obligations shall apply to liability for material errors, unless this law provides otherwise.

### **How the actual error is asserted**

The buyer can exercise his rights arising from a material error if he notifies us of the error within two months from the day the error was discovered. The customer must describe the defect in more detail in the defect notification and allow us to inspect the item (return the product). The customer can send us an error message via e-mail.

### **When an online store is not responsible for factual errors**

The store is not liable for material defects in the goods that appear after 2 years have elapsed since the item was delivered.

### **13. Data protection and accessibility**

Your personal data will be carefully protected in accordance with applicable regulations. The information obtained when ordering goods and using the website will be used to send information material, current offers, invoices and other necessary communications between you and the online store.

### **14. Out-of-court settlement of disputes and other legal remedies**

The online store strives to the best of its ability to resolve any disputes amicably, and if this is not possible, the court in Novo Mesto will have jurisdiction to resolve these disputes.

Pursuant to Article 32 of the Out-of-Court Dispute Resolution Act (ZIsRPS), Spletna Prodaja, Rok Groznik sp, does not recognize the competence of IRPS providers to resolve a consumer dispute that a customer may initiate in accordance with this Act. The customer can also file a complaint on the EU platform for online resolution of consumer disputes (SRPS). A web link to SRPS is available:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

### **16. Data on entry in the register**

Haloknauf, Online Sales, Rok Groznik sp

Podturn pri Dol. Spa 42

8350 Dolenjske Toplice  
Slovenia

Registration number:

8101086000Tax number: SI

24513822 VAT payer: YES

Date of entry: 1.12.2017

Main activity: 47,910

Enrollment in Ajpes:

Novo Mesto