

## Terms and conditions

### 1. BUSINESS HEADQUARTERS AND WORKING HOURS

Business headquarters – owner of web shop

Retail shop Wellbie

Creativ, Novi mediji d.o.o.

Mikloša Kuzmiča 7

9000 Murska Sobota

Slovenia (EU)

Registration SRG 94/00859 (District Court of M.Sobota)

Registration nr.: 5737583

Vat nr.: SI33746869

Registered for VAT.

Monday to Friday 2 PM to 6 PM

Saturday 9 AM to 1 PM

Sunday and holidays is closed

T: 00 386 2 537 14 53

E: [info@wellbie.net](mailto:info@wellbie.net)

I: [www.wellbie.net](http://www.wellbie.net)

### 2. CONDITIONS OF PURCHASE

In web shop are displayed retail prices. All users can shop in web shop.

Following payment methods are available for end-users:

- debit or credit cards: user pays online after the purchase process is finished
- by pro forma invoice with bank transfer: user gets instructions in e-mail inbox. After the payment is received into the bank account, we proceed to process your order.

Due to ever changing nature of online business also offer and prices in our web shop can change.

Web shop offers regular prices and outlet prices (e.g. for past season products).

Regular price is displayed in a non-crossed out form. If a product is in the sale, regular price is crossed out and besides are displayed percentage of discount and the outlet price. Regular prices are our normal retail prices.

### 3. BUSINESS CONDITIONS

These conditions are governed by and construed in accordance with the laws of Republic of Slovenia, namely Consumer Protection Act, Electronic Commerce Market Act, in accordance with recommendations of Slovene Chamber of Commerce and international standards of e-commerce.

The Wellbie Online Store (the "Online Store") is operated by Creativ, novi mediji d.o.o., an e-commerce service provider (the "Provider"). Upon registration to the online store, the user obtains a password and enters an e-mail. User is clearly and uniquely defined by e-mail and password and linked to the rest of the information entered.

By registering, the user acquires the right to purchase.

The General Terms and Conditions deal with the operation of the online store, the rights of the user and the business relationship between the provider and the buyer.

### 4. INFORMATION AVAILABILITY

(excerpt of the legislation)

The Provider undertakes to always provide the User with the following information:

- \* a) company identity (company name and registered office, registry number),
- \* b) contact information enabling the user to communicate quickly and effectively (e-mail, telephone),
- \* c) the essential characteristics of the goods or services (including after-sales services and guarantees),
- \* d) product availability (any product or service offered on the site should be accessible within a reasonable time),
- \* e) the conditions of delivery of the product or the performance of the service (method, place and time of delivery),
- \* f) all prices must be clearly and unambiguously specified and must show whether they already include taxes and transport costs,
- \* g) method of payment and delivery,
- \* h) the validity of the offer,
- \* i) the period within which it is still possible to withdraw from the contract and the conditions for withdrawal; in addition, if and how much it costs the buyer to return the product,

\* j) an explanation of the complaint procedure, including any contact information or customer service contact information.

## 5. DESCRIPTION OF THE TECHNICAL STEPS FOR PURCHASE

Below we give you a description of the technical steps to buy from our online store until the conclusion of the contract.

1. Selection of products in the shopping cart (the user can make corrections to quantities and add or delete products)
2. Switching to the purchase part of the process (buyer enters desired address and payment method)
3. Last step of the purchase part of the process - order confirmation

- the user checks all the information and enters any discount codes
- if satisfied, user confirms the order with the Confirm Purchase button
- If not satisfied, user can return back in the purchase process with the 'back' buttons and change all elements of his/her order
- the buyer sees the full summary of her/his order, including the selected delivery address, delivery time, amounts and payment method

The buyer receives a summary of the purchase after reviewing and confirming the order at the e-mail address used to register with the online store. The order summary includes a link to the entire Terms and conditions - the buyer has also option to download, save and reproduce the printing friendly PDF format of Terms and conditions (Purchase Agreement). In this way, the contents of his/her order and the contractual terms (Terms and conditions) are always accessible to the buyer.

## 6. PRICES

All prices are in Euros (EUR) and include value added tax. Prices and other benefits (discounts, gifts, method of delivery, ...) are valid at the time of placing the order and do not have a predefined validity.

The discount applies to purchases of natural persons and legal entities in smaller quantities. For larger corporate purchases we will prepare a personalized offer for you - contact us at [info@wellbie.net](mailto:info@wellbie.net)

Provider reserves the right to change prices.

Despite the tremendous efforts to provide the most up-to-date and accurate information, the pricing information may be incorrect. In this case, or if the price of the item changes during the processing of the order, the provider will allow the buyer to withdraw from the purchase, while at the same time the provider will offer the buyer a solution that will bring to mutual satisfaction.

## 7. PAYMENT

You can pay for your Wellbie purchase with debit or credit cards.

You can also pay by pro forma invoice with bank transfer – you get instructions in your inbox. After the payment is received into the bank account, we proceed to process your order, therefore the delivery time can be prolonged for 1-2 working days, depending on the receipt of the payment.

Provider issues a paper invoice with breakdown of costs. The invoice will be sent to you along with ordered products.

Payment is only possible in the entire amount of the order value.

## 8. SHIPPING

Products you have ordered will be delivered within the estimated timeframe, which is defined by country. Status of your order will be communicated to you through e-mail (order confirmed, order prepared and order dispatched), so you are always updated.

Delivery of products is Monday to Friday.

We ship to countries listed below.

If you wish to order from another country, please contact us at [info@wellbie.net](mailto:info@wellbie.net) - you will receive best quote for shipping cost to your country. In this case payment is only by bank transfer.

Orders of 90€ or more are shipped free of charge.

	Delivery time in days	Price
Austria	D+2	7,00 €
Belgium	D+ 4	8,00 €
Bulgaria	D+ 4	8,00 €
Czech	D+ 3	8,00 €
Denmark	D+ 4	8,00 €
Estonia	D+ 5	12,00 €
Finland	D+ 6	15,00 €
France	D+ 4	12,00 €
Germany	D+ 4	8,00 €
Greece	D+ 5	12,00 €
Hungary	D+ 3	9,00 €

Ireland	D+ 6	12,00 €
Italy	D+ 4	11,00 €
Latvia	D+ 6	11,00 €
Lithuania	D+ 6	10,00 €
Luxembourg	D+ 4	9,00 €
Netherlands	D+ 4	8,00 €
Poland	D+ 4	9,00 €
Portugal	D+ 6	10,00 €
Romania	D+ 4	9,00 €
Slovakia	D+ 3	7,00 €
Spain	D+ 6	14,00 €
Sweden	D+ 5	13,00 €
United Kingdom	D+ 4	10,00 €

Provider will endeavor to deliver the product to you within the stated deadlines, but is not responsible for any delay in delivery due to circumstances on the part of the supplier.

#### 9. RIGHT OF WITHDRAWAL, RETURN OF GOODS

The buyer shall have the right to inform the seller within 14 days of receipt of the goods that he/she is withdrawing from the contract without giving any reason for his decision. The buyer must notify the provider in writing within 14 days of receiving the goods by e-mail: [info@wellbie.net](mailto:info@wellbie.net) or by regular mail at Creativ, novi mediji d.o.o., Mikloša Kuzmiča 7, 9000 Murska Sobota, Slovenia. If the buyer returns the goods received within the term of cancellation of the contract (that is, 14 days from the receipt of the goods), this will be considered as a notice of withdrawal from the contract. The buyer must ship the goods undamaged and in the same quantity, in the original packaging (exclusively as a parcel), no later than 14 days after the notice of withdrawal, unless the goods are destroyed, lost or their quantity is reduced without consumer being responsible for this. The return of the goods must be accompanied by a copy of the invoice with the completed request received in the shipment with the delivered goods or it can be also printed here.

The cost of returning the goods is borne by the buyer. Creativ, novi mediji d.o.o. returns the purchase price to the consumer as soon as possible and no later than 14 days after receiving the notice of withdrawal. Or, if buyer prefers so, the provider can also replace the product with another product from the range of available stock. In the case of such exchange of goods, the cost of sending the second i.e. replacement item is borne by Creativ, novi mediji d.o.o.

All of the provider's goods are of such a nature and dimension that they can be returned by post - the costs are determined by the postal service providers and the parcel transfers.

## 10. DATA PROTECTION

Creativ, novi mediji d.o.o. is committed to the permanent protection of all personal information. These will be used solely for the purpose of sending informational messages, offers, invoices and other necessary communication. In no case will the data of the user of the Wellbie.net website be passed on to a third party.

The provider uses appropriate technological and organizational means to protect the transfer and storage of personal data.

## 11. COMMUNICATION

Provider Creativ, novi mediji d.o.o. may contact the user via distance communication only if the user does not explicitly oppose it.

Advertising emails should include the following elements:

- they must be clearly and unambiguously marked as advertising messages,
- the sender must be clearly visible,
- different campaigns, promotions and other marketing techniques must be marked as such. The conditions of participation in these should also be clearly defined.
- the desire of the user not to receive advertising messages must be respected.

## 12. COMPLAINTS

The provider complies with the applicable consumer protection legislation. Complaints are settled in accordance with the Consumer Protection Act.

We are always available to handle complaints at tel. no. +386 2 531 14 50 or by e-mail: [info@wellbie.net](mailto:info@wellbie.net)

Creativ, novi mediji d.o.o. seeks to resolve any disputes by mutual agreement.

In accordance with the statutory norms, the provider does not recognize any out-of-court consumer dispute resolution provider as competent to resolve a consumer dispute that the consumer could bring under the Out-of-Court Consumer Dispute Resolution Act.

If you reside in the EU, the European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr>

## 13. FAULTY PRODUCTS

The provider shall abide by all legal provisions and good business practices in the event of a material defect in the goods purchased. The provider assumes responsibility for material errors when the conditions as stated in the Consumer Protection Act are fulfilled. It offers buyers a quick and

appropriate solution to any complaints. In the event of a faulty product, the seller will bear all the costs of shipping the item in question and any replacement item.

The following is the full text of Article 37 of the Consumer Protection Act, which regulates the subject area.

#### *Article 37*

*The seller must deliver the goods to the consumer in accordance with the contract and be liable for material errors of his products.*

*The products is faulty:*

- 1. if the thing does not have the characteristics necessary for its normal use or for its circulation,*
- 2. if the item does not have the characteristics necessary for the specific use for which the buyer is buying it, which was known or should have been known to the seller,*
- 3. if the thing does not have the characteristics and qualities that have been explicitly or tacitly agreed upon or prescribed,*
- 4. if the seller has delivered a thing that does not match the pattern or model, unless the pattern or model has been shown for information only. The suitability of goods for normal use shall be judged in relation to ordinary goods of the same type and taking into account any statements of the seller's characteristics goods provided by the seller or manufacturer, in particular through advertising, presentation of the product or indications on the goods themselves. For liability for material errors, the provisions of the law governing obligations shall apply, unless otherwise provided by this Act.*

#### *Article 37a*

*The consumer may exercise his rights as a result of a material defect by notifying the seller within two months of the date when the defect was discovered.*

*The consumer must give a more detailed description of the error in the error message and allow the seller to inspect the matter.*

*The consumer may notify the seller personally of the error, which must be certified by the seller, sent to the store where the item was purchased, or to the seller's agent with whom it has contracted.*

#### *Article 37b*

*The Seller is not responsible for any material defects in the goods which appear after two years have passed since the item was delivered.*

*If the subject of the contract between the seller and the consumer is a second-hand thing, the seller is not responsible for the material defects on the goods, which appear after one year has passed since the thing was delivered.*

*An error on things is considered to have existed at the time of delivery if it occurs within six months of delivery.*

#### *Article 37c*

*The consumer who has duly informed the seller of the defect shall have the right to require the seller to:*

- correct the defect on the goods or*
- return part of the amount paid in proportion to the error or*
- replace the defective goods with new flawless goods, or*
- return the amount paid.*

*In any case, the consumer shall also have the right to demand from the seller damages, in particular the reimbursement of the costs of materials, spare parts, labor, transfer and transport of products resulting from the fulfillment of the obligations referred to in the previous paragraph of this Article.*

*The rights of the consumer referred to in the first paragraph shall expire two years after the day when he informed the seller of a material error.*

#### *Article 37č*

*No contractual provision may limit or exclude the seller's liability for material errors as provided by this Act.*

*The contractual provision contrary to the preceding paragraph shall be null and void.*

#### 14. OTHER TERMS

Creativ, novi mediji d.o.o. seeks to keep the information up to date but is not responsible for any errors or inaccuracies regarding the content of the website.

For any questions about shopping in our online store, we are available at the e-mail address [info@wellbie.net](mailto:info@wellbie.net) - we will assist you with a prompt reply.