

Purchase terms

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BASIC INFORMATION ABOUT THE SELLER

Name: Ivano bazeni web d.o.o. (hereinafter referred to as: IVANO BAZENI)

Registered at: Crno 5, 23000 Zadar,

Company registered with the Commercial Court in Zadar

Share capital of 2,500.00 euros paid in full.

Business bank and bank account number

IBAN: Erste&Steiermarkische Bank d.d.

IBAN: HR1424020061101260855

OIB: 48476743026

MBS: 6046568

Company members: Ivan Ivanović OIB 58202625381

Person authorized to represent: Ivan Ivanović OIB 58202625381, Sonja Jusup OIB 11558726523, Iva Tabaj OIB 57189678530

Telephone number: +385 99 3334 023

E-mail address: webshop@ivanobazeni.hr



GENERAL INFORMATION

The consumer, as a buyer, enters into a purchase agreement with IVANO BAZENI as a seller.

Legal entities as buyers are subject to the application of the Obligations Act and the Electronic Commerce Act, and the Consumer Protection Act does not apply to them. These terms and conditions apply to legal entities in the part relating to the procedure for concluding a contract, product prices, methods of payment and shipping of products, description of product delivery methods, delivery costs, general information. The seller may, at its discretion, provide the legal entity with the rights of a buyer who is a consumer in each specific case.

The user is a person who uses the website, as well as any buyer who visits the website.

The conclusion of a purchase agreement via the website is regulated in accordance with legal provisions. The conclusion of a contract via the website constitutes the conclusion of a distance contract.

These Terms of Use also constitute a pre-contractual notice when a purchase contract is concluded by a consumer, i.e. any natural person who concludes a legal transaction or operates on the market outside their trade, business, craft or professional activity, and if the contract is concluded between a trader and a consumer within the framework of an organized system of sales or provision of services without the simultaneous physical presence of the trader and the consumer in one place, whereby up to the moment of conclusion of the contract and for the conclusion of the contract, one or more means of distance communication are exclusively used, such as the Internet and electronic mail.

The seller may terminate the purchase contract if the buyer does not pay the purchase price, and is not obliged to deliver the product until the receipt of the purchase price, unless the buyer has chosen the method of payment by cash on delivery.

The content of the website www.ivanobazeni.hr is available in English. The official language for concluding a purchase agreement is Croatian.

The buyer of the product is any natural or legal person who purchases products through the website www.ivanobazeni.hr.

The buyer can only be an adult and legally capable person. The contract on behalf and for the account of minors and legally incapable persons can be concluded by their legal representatives or guardians. The Seller shall not be liable for any action contrary to this provision.

The buyer is obliged to provide valid and complete personal data when filling out the registration form. The buyer's contrary behavior authorizes the Seller to refuse to sell the product or provide its services.

GENERAL PROVISIONS

The Seller provides an online service via its website at the domain www.ivanobazeni.hr.

The Buyer becomes familiar with the main features of the product on the website www.ivanobazeni.hr.

The Seller is authorized to change prices without prior notice, as well as to change prices exclusively for the web shop without prior notice. The Seller is also authorized to set a lower price than the regular price for a particular product, group of products and/or for all products, as well as for a specific payment method without prior notice, which includes, among others, special sales, clearance sales, seasonal discounts. The above benefits may be exclusive to web shopping, which will be indicated to the Buyer before the purchase.

Next to the product image, there is a description of the main features of the product and its price including VAT and is expressed in euros.

IVANO BAZENI does not exclude the possibility of errors in the presentation of product prices or promotional offers and apologizes to customers in advance if the above occurs. In such a case, IVANO BAZENI will inform the customer of the error and the inability to deliver the product.

IVANO BAZENI enables the use of the website in the best possible way. This includes: monitoring server operation, expanding capacity according to the number of users, supporting users and eliminating possible errors and problems in the operation of the system. IVANO BAZENI does not assume responsibility for possible problems in the operation of the pages and services. IVANO BAZENI cannot guarantee that the use of the website will not be interrupted or without errors. The user agrees that access to the website may sometimes be interrupted or temporarily unavailable.

The Seller reserves the right to change or terminate any segment of the business at any time, including the content, availability time, as well as the equipment required to access or use the site.

IVANO BAZENI reserves the right at any time, if it deems it necessary, to terminate or modify any of the General Terms and Conditions stated herein. By continuing to use the website after the published changes to the General Terms and Conditions, it is understood that the Buyer accepts the changes.

Users use the website at their own risk. IVANO BAZENI is in no way responsible for any damage that the user may suffer from using the website

IVANO BAZENI reserves the right to disable access to the website www.ivanobazeni.hr to users in the event that it is assessed to be used in an inappropriate manner. IVANO BAZENI reserves the right to deny access to the website www.ivanobazeni.hr to anyone, based on its own assessments. The user undertakes to use the website in a way that does not endanger the resources and services in their entirety. Inappropriate use of the website www.ivanobazeni.hr is prohibited and results in the termination of access to it.

IVANO BAZENI reserves the right to immediately terminate the User's accounts in the event of any behavior that the Seller, at its sole discretion, considers unacceptable, as well as in any case of non-compliance with the General Terms and Conditions.

The content of the website is protected by copyright.

All materials located on www.ivanobazeni.hr are the exclusive property of the Seller or are used with the express permission of the copyright holder and the holder of the rights to trademarks and/or designs.

The Company IVANO BAZENI is the seller, not the publisher, of content provided by third parties and Customers. The Company does not guarantee the accuracy, completeness or usefulness of any content.

CONTRACT CONCLUSION PROCEDURE

Purchase is made on the website www.ivanobazeni.hr, by phone or by e-mail.

When purchasing on the website www.ivanobazeni.hr, you enter your personal information:

- First name
- Last name
- E-mail address
- Phone number
- Password

By purchasing on the website, you accept the General Terms and Conditions.

You can search for products using the search engine or by selecting categories in the main menu. For additional information about the product, you need to click on the desired product.

Before submitting an order, you must check the box "I agree to the Terms and Conditions and am aware that the order involves payment."

After checking the price and availability, you add the product to your cart by clicking the "BUY" button and the contents of your Cart are displayed.

By clicking the "Continue to checkout" button, you begin the process of ordering the selected products.

PAYMENT

In this step, you enter your details and the delivery method and address, as well as the payment method.

Selected products can be paid for by credit and debit cards, general payment slip or Internet banking, or cash upon delivery.

If you choose to pay by "debit or credit card", on the following WSPay protected page, enter the details of the debit or credit card with which you wish to make the payment

Payment by credit and debit cards:



Security of card payments

When paying in the web store, use CorvusPay - a secure system for online credit card authorization in real time.

The seller does not save credit card numbers and does not have access to credit card numbers at any time, and the entry itself is protected by data encryption.



When an order is successfully placed, funds are reserved on your card.

Your card is charged after the order is delivered.

Confirmation that you have successfully ordered your order, and in the case of card payment, successfully paid, in addition to via the website www.ivanobazeni.hr, we also send it to your e-mail address provided when ordering.

The contract for the sale of products between the Buyer and the Seller is concluded at the moment when the Seller confirms the consumer's order (Order Confirmation).

Payment upon delivery of the shipment

The payment on delivery option allows you to settle the order amount upon delivery to the specified address.

Payment on delivery is made exclusively in cash, to the delivery person upon delivery to the specified address.

Payment by Internet banking, mobile banking

When choosing this payment method, you will receive an offer to your email address with all the information necessary for payment, including the account number to which you need to pay the order value. You can then make the payment using Internet banking or the method you normally pay your bills - via bank, post office, Fina or similar.

We receive payments to the account of Erste&Steiermarkische Bank d.d.

IBAN: HR1424020061101260855

DELIVERY

IVANO BAZENI delivers products in the Republic of Croatia.

Delivery is carried out by the transport company MBE Đakovo, which provides transport services using all delivery services.

Delivery is free for all orders over 100.00 euros except for specially marked items.

For goods ordered in an amount of less than 100.00 euros, delivery is charged at a flat rate of 5.00 euros.

The transport company MBE Đakovo delivers products within 7-15 days of receipt of the shipment (excluding weekends and holidays). The exception is products on request, where delivery is arranged upon request.

If IVANO BAZENI is unable to deliver the ordered product, it will inform the buyer. The buyer can cancel the order or wait until the product is available again.

If IVANO BAZENI is unable to deliver the product within the agreed period, it will inform the buyer, who is obliged to allow him a subsequent reasonable period for the fulfillment of the purchase contract.

The products will be packed so that they cannot be damaged by normal handling during transport. We advise customers to check for possible damage when picking up the product and report it immediately to the worker who delivered the goods. The customer can refuse to take delivery of a shipment with visible external damage. When picking up the goods, the customer signs the delivery note or delivery note.

If the customer does not take over the product or refuses to take over the product without a valid reason, IVANO BAZENI reserves the right to demand compensation for the costs of manipulation, transport and other possible costs.

MATERIAL DEFECTS

IVANO BAZENI is liable for material defects of the product until the moment of transfer of risk to the Buyer.

It is also liable for those material defects that appear after the transfer of risk to the Buyer if they are the result of a cause that existed before that. A defect that appeared within one year from the transfer of risk to the Buyer is considered to have existed at the time of transfer of risk, unless the Seller proves otherwise or the contrary arises from the nature of the item or the nature of the defect.

A defect exists:

- if the item does not correspond to the description, type, quantity and quality, or does not have the functionality, compatibility, interoperability and other features as determined by the purchase contract

- if the item is not suitable for any specific purpose for which it is needed by the Buyer and with which the Buyer has informed the Seller at the latest at the time of conclusion of the contract and in relation to which the Seller has given its consent.
- if the item is not delivered with all accessories and instructions, including installation instructions, as specified in the sales contract or if the item is not delivered with updates as specified in the sales contract,
- if the item is not suitable for use for the purposes for which an item of the same type would normally be used, taking into account all European Union and Croatian regulations, technical standards or, in the absence of such technical standards, applicable codes of conduct in a particular area, if they exist,
- if the item does not correspond to the quality and description of the sample or model that the seller made available to the buyer before the conclusion of the contract
- if the item is not delivered with additional equipment, including packaging, installation instructions or other instructions, the receipt of which the buyer can reasonably expect
- if the item does not correspond to the quantity or does not have the properties and other characteristics, including those relating to durability, functionality, compatibility and safety, that are usual for an item of the same type and that the buyer can reasonably expect having regard to the nature of the item and taking into account any public statements made by the seller or other persons in the previous stages of the chain of transactions, including the manufacturer or made on their behalf, in particular in advertising or labelling
- if the item was incorrectly installed or assembled, and the installation or assembly service forms part of the purchase contract and was carried out by the seller or a person for whom he is responsible
- if the item that was intended to be installed or assembled by the buyer was incorrectly installed or assembled by the buyer, and the incorrect installation or assembly is the result of a deficiency in the instructions provided by the seller or, in the case of items with digital content elements provided by the seller or supplier of the digital content or digital service.

The buyer is obliged to notify the seller of the existence of visible defects within two months from the date of discovery of the defect, and no later than two years from the transfer of risk to the consumer.

The seller is not liable for defects that become apparent after two years have passed since the delivery of the item. The rights of the buyer who has notified the seller of the existence of the defect in a timely manner shall expire after two years, counting from the date of sending the notification to the seller, unless the buyer was prevented from exercising them by the seller's fraud.

If the existence of a material defect is determined, the seller may have one of the following obligations, all in accordance with the provisions of the Civil Obligations Act:

- removal of the defect
- delivery of another product without the defect
- price reduction
- termination of the contract

Rights based on a material defect in a product are regulated by the Obligations Act.

The buyer may terminate the contract only if he has previously given the seller a subsequent appropriate deadline for fulfillment.

The buyer may terminate the contract without setting a subsequent deadline if the seller, after being notified of the defects, has informed him that he will not fulfill the contract or if it is obvious from the circumstances of the specific case that the seller will not be able to fulfill the contract even within the subsequent deadline, as well as in the case where the buyer cannot achieve the purpose for which he concluded the contract due to the seller's delay.

If the seller fails to fulfill the contract within the subsequent deadline, it is terminated by law, but the buyer may maintain it if he declares to the seller without delay that he is maintaining the contract in force.

The seller has the right to refuse to remove the defect if repair and replacement are impossible or would cause him disproportionate costs, taking into account all the circumstances, in particular the value of the thing without the defect, the significance of the defect and the question of whether the repair or replacement can be carried out without significant inconvenience to the buyer.

When the buyer is a legal entity, the rules on material deficiency prescribed by the Civil Obligations Act apply to them, especially in the part where material deficiency for legal entities is regulated differently than stated here in the Terms of Use, then the Civil Obligations Act applies.

NOTICE ON THE METHOD OF WRITTEN CONSUMER COMPLAINTS

All complaints in accordance with Article 10 of the Consumer Protection Act can be sent by post to the address Crno 5, 23000 Zadar, by e-mail to narudzba@ivanobazeni.hr or in person to the address Crno 5, 23000 Zadar.

In order for IVANO BAZENI to respond to a written complaint that was not sent by e-mail, consumers are asked to provide accurate information about their name and surname and the address to which the response will be delivered. IVANO BAZENI must legally provide a response to the consumer's complaint in writing no later than 15 days from the date of receipt of the complaint

In the event of a potential dispute, IVANO BAZENI and the consumer will resolve the dispute a peaceful way, and if this is not possible, the competent court with subject matter and territorial jurisdiction shall have jurisdiction, applying Croatian law. Disputes may be resolved before the Court of Honor of the Croatian Chamber of Commerce or other mediation centers.

Consumer disputes can be resolved through the European Commission's ODR platform

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

The rules on written consumer complaints do not apply to legal entities, to which the Civil Obligations Act and the Electronic Commerce Act apply.

RIGHT TO UNILATERAL TERMINATION

The consumer may unilaterally terminate the contract within 14 days without giving any reason.

The 14-day period begins on the day on which the consumer or a third party designated by the consumer, who is not the carrier, has received the product.

If the consumer orders multiple products in one order that need to be delivered separately, or if the goods are delivered in multiple pieces or multiple shipments, the 14-day period begins on the day on which the consumer or a third party designated by the consumer, who is not the carrier, has received the last piece or the last shipment of the product.

If regular delivery of the goods has been agreed over a certain period, the 14-day period begins on the day on which the consumer or a third party designated by the consumer, who is not the carrier, has received the first piece or the first shipment of the product.

If the consumer is not informed of the right to terminate the contract, the consumer's right to unilaterally terminate the contract shall expire 12 months after the expiry of the 14-day period.

If the seller has provided the consumer with notice of the right to terminate the contract within 12 months, the right to unilaterally terminate the contract shall expire 14 days after the consumer has received that notice.

In order for the consumer to exercise the right to unilaterally terminate the contract, he must inform the seller of his decision to unilaterally terminate the contract before the expiry of the 14-day period, by an unambiguous statement sent by post to the address Crno 5, 23000 Zadar, by e-mail to narudzba@ivanobazeni.hr or via the form for unilateral termination of the contract.

Form for unilateral termination of the contract

- **Name, surname, address of the buyer:** _____

- **Contact: mobile phone number, telephone or e-mail** _____

- **To: IVANO BAZENI, Crno 5, 23000 Zadar, tel: 099 3334 023, e-mail: narudzba@ivanobazeni.hr**

- **I _____ hereby declare that I unilaterally terminate the following contract: order number and date _____, invoice number and date _____, date of receipt of goods _____.**

- **Date** _____

- **Buyer's signature (only if this form is filled out on paper),** _____.

The customer can copy the above copy of the form for unilateral termination of the contract and send it to us by e-mail at narudzba@ivanobazeni.hr.

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

You can also print out the above form, fill it out and send it to us at the following address: Crno 5, 23000 Zadar.

In the event of termination of the contract, each party is obliged to return to the other party what it has received under the contract. Except where the seller has offered to collect the goods returned by the consumer himself, the seller must refund the amount paid only after the goods have been returned to him, or after the consumer has provided him with proof that he has sent the goods back to the seller, if the seller was informed of this before receiving the goods. The seller is not obliged to refund additional costs resulting from the consumer's explicit choice of a type of transport that is different from the cheapest type of standard transport offered by the seller. The seller must refund the amount paid using the same means of payment that the consumer used when making the payment, unless the consumer expressly agrees to another means of payment, and provided that the consumer is not obliged to pay any additional costs for such a return.

The costs of returning the product shall be borne by the consumer. The consumer is responsible for any reduction in the value of the goods resulting from handling the goods other than that which was necessary to establish the nature, characteristics and functionality of the product.

In order to establish the nature, characteristics and functionality of the goods, the consumer may handle the goods and inspect the goods exclusively in the manner customary when purchasing goods at the seller's premises. The goods that the consumer intends to return within 14 days may not be worn, altered, used, removed from the protective film, or in particular may not be carried out in any way that may not be carried out in the seller's physical store, as well as those that would reduce the value of the goods

During the period in which the consumer exercises the right of return, the goods must be stored with due care, i.e. he must behave as a particularly careful and conscientious person.

The consumer does not have the right to unilaterally terminate the contract under this section if:

- the subject of the contract is goods that are made to the consumer's specifications or that are clearly customized for the consumer

In the event of a decrease in the value of the product resulting from excessive handling of the product, the seller will assess the decrease in the value of the product taking into account the objective criteria of each individual case and will inform the Buyer thereof.

PRIVACY AND SECURITY PROTECTION

The Seller undertakes to provide protection to the personal data of the Buyers, by collecting only the necessary, basic data about the Buyers/Users that are necessary to fulfill our obligations; informs the Buyers about the method of using the collected data, regularly gives the Buyers the opportunity to choose how their data is used, including the opportunity to decide whether or not they want their name to be removed from the lists used for marketing

campaigns.

All data about the Users is strictly kept and is available only to employees who need this data to perform their job. All employees of the Seller and business partners are responsible for respecting the principles of privacy protection.

When ordering a product for the first time, the Buyer makes the purchase by entering their name, surname, address and e-mail address. The Buyer confirms that he agrees to the processing of personal data by purchasing the product.

When ordering products ("checkout"), enter:

- First name:
- Last name:
- Address:
- City (town):
- Postal code:

Providing personal data is the sole decision of the Buyer. If the Buyer decides to withhold the required mandatory information for a specific activity that requires it, it will not be technically permitted or possible to participate in such activity.

The entered data, including the mobile phone number, is forwarded to the delivery service for the purpose of delivering the order and any communication with the Buyer regarding the delivery of the package.

The Buyer is obliged to provide accurate, complete and up-to-date personal data. Failure to do so entitles the Seller to deny such a user access or to deny the realization of all or part of the services or products offered to them.

By purchasing, the user confirms:

- that he fully accepts these Terms and Conditions and the Privacy Policy
- that his personal data is accurate, complete and up-to-date,
- that he gives the Seller explicit consent to process the provided personal data for the purposes of his own records and the provision of other services, for the purposes of creating a database of customers, informing about new products and services, and improving services, protecting the interests of users and the Seller and preventing possible abuse.

IVANO BAZENI reserves the right to change these General Terms and Conditions without prior notice. The Terms and Conditions are in accordance with the laws of the Republic of Croatia and the *acquis communautaire* of the European Union.

Cookie Policy

What are cookies?

A cookie is information stored on your computer, tablet or mobile phone, which can be delivered directly by the website you visit (first-party cookies) or in cooperation and for the needs of the website you visit from a third party (third-party cookies). Cookies usually store your settings, settings for the website, such as preferred language or

similar settings. Later, when you open the same website again, the internet browser sends back the cookies belonging to that website. This allows the website to display information tailored to your needs. Cookies can store a wide range of information, including some personal information. This information can only be stored if you allow it – websites cannot access information that you have not given them and cannot access other files on your computer.

If you choose to use this site and agree to the use of cookies, further cookies will be stored on your device, as described below.

By blocking cookies, you can still browse the site, but some of its features will not be available to you.

In order for the site to function quickly, securely and properly, it collects mandatory cookies that cannot be turned off, in accordance with current regulations governing the protection of personal data. They are usually set in response to your actions such as: privacy settings, logging in or filling out forms.

Types of cookies:

Technical cookies - mandatory cookies

(always active) - necessary for the functioning of the website and cannot be switched off in our systems. They are usually set in response to your actions that involve a request for services, such as setting cookies, logging in or filling out forms. You can set your browser to block these cookies or send a warning about them, but in this case some parts of the site will not work. These cookies do not store any information that could identify you.

Functional cookies

(can be turned on and off) - enable the website to provide enhanced functionality and personalization. They may be set by us or by third-party service providers whose services have been added to our sites. If you do not enable these cookies, some of these functions may not function properly.

Statistical cookies

(can be turned on and off) - allow us to record visits and traffic sources for the purpose of measuring and improving the effectiveness of the website. If you do not enable these cookies, we will not know when you have visited our site and we will not be able to monitor its effectiveness. They do not store personal data directly, but are based on the unique identification of your browser and internet device.

Marketing cookies

(can be turned on and off) - used to track users across websites and display targeted ads. They are used to track the success of marketing communications and advertising. They collect data about behavior and movement on the website, in order to customize targeted ads. If you do not enable these cookies, you will experience less targeted advertising.

Use of cookies on ivanobazeni.hr

ivanobazeni.hr uses cookies to provide a better user experience. ivanobazeni.hr does not contain cookies that allow programs to run or viruses to be placed on your computer. By using this website, you may receive a "third-party" cookie. ivanobazeni.hr uses cookies to track website traffic statistics and uses a third-party service called Google Analytics. ivanobazeni.hr also uses cookies to advertise products/services. By using cookies, third-party vendors (including Google) display ivanobazeni.hr ads on websites on the Internet.

Google Analytics for Advertising Services can be turned off and ads for the Google Display Network can be customized using the Ads Settings Manager tool: <http://www.google.com/settings/ads>.

detailed third-party information about the Google Analytics service and the possibility of regulating cookie settings at <http://www.google.com/analytics/learn/privacy.html>

In addition to the above, we also use third-party cookies to share social network plugins for registered members of the social network. Some of our websites include social network cookies (Facebook, Pintarest , Instagram), including those that allow users who are logged in to a social network to share content through that network. This happens on websites that allow you to login and register via social network accounts and if you share the content of the website on social networks (e.g. via the "Like" button).

You can also find out how to manage third-party cookies on their websites:

1. You can find out more about Facebook's use of cookies and how you can regulate them at <https://hr.facebook.com/policies/cookies/>
2. about the use of cookies by Pintarest and how you can regulate them at <https://policy.pintarest.com/en/cookies/>
3. you can find out about the use of cookies by Instagram and how you can regulate them at <https://help.instagram.com/1896641480634370?ref=ig>

Facebook, Pinterest and Instagram collect and process your personal data when you visit these websites and applications, including device data and data about your activity without any additional action on your part. This happens regardless of whether you have a Facebook, Pinterest or Instagram account and are logged in to it or not.

Ivano bazeni cannot influence the processing of personal data carried out by third parties.

Ivano bazeni does not use cookies for any purpose other than that described in our Privacy Policy and these Rules.

Cookie table

NAME	TYPE AND DURATION
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apptoken	• Functional • 365 days	A cookie is used to provide the website with information about you. When you use this cookie, a unique number is assigned to you and your device. This number is used to deliver the delivery information you have entered.
cmslog	• Functional • 365 days	This cookie collects information about your use of the website to improve and perfect the services we offer.
Cookie_warning	• Necessary/functional • 180 days	The cookie remembers your cookie choice. It also remembers which cookies you have not chosen or rejected.
Newsletter_subscribe	• Functional/Necessary • 30 days	This cookie allows us to know whether you have subscribed to our newsletter.
Newsletter_leaving	• Functional/Necessary • 30 days	It remembers when you have given us your consent to receive our newsletter.
GDPR cookies	• Functional • 730 days to 2 years	It is saved when the user has accepted the use of cookies.

How can you control cookies?

You can control and/or delete cookies as desired.

You can delete all cookies that are already stored on your computer, and most browser settings allow you to block the storage of cookies.

If you block cookies, you may have to manually adjust some of your preferences each time you visit the website, and certain services and features may not be available.

Ivano bazeni allows you to update your cookie settings at any time on the home page via the Edit consent link.

How to disable cookies?

If you wish, you can disable the storage of cookies on your computer, but you should be aware that blocking all cookies will disable some of the functionality of our website.

There are currently several websites for disabling the storage of cookies for various services.

You can find out more at the following web addresses:

<http://www.allaboutcookies.org/>

<http://www.youronlinechoices.com/hr/>

<http://www.aboutads.info/choices/>

You can disable the use of Google Analytics cookies by downloading and installing the Google Analytics Opt-out browser add-on available at <https://tools.google.com/dlpage/gaoptout?hl=en>.