

## **GENERAL TERMS AND CONDITIONS OF THE UNIOR d.d. ONLINE STORE**

### **1. GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (hereinafter: the General Terms and Conditions) determine the rules of operation and use of the UNIOR d.d. online store (hereinafter: the online store) and define the conditions for purchasing products from the company UNIOR d.d. (hereinafter: the seller) through the seller's online store and govern all mutual rights and obligations between the buyers of the seller's products and the seller. The General Terms and Conditions also regulate individual rules of purchase at the seller's reception points.

The General Terms and Conditions are available on the seller's website, which is accessible via the link <https://uniortools.com/> and is managed by the seller, i.e. the company UNIOR d.d., Kovaška cesta 10, 3214 Zreče, identification number: 5042437000, VAT ID: SI72461721.

The General Terms and Conditions are available for inspection by the buyer prior to confirming each purchase under those same General Terms and Conditions, and the buyer is prevented from making the purchase until they confirm that they have read the General Terms and Conditions and is familiar with their content and fully agrees with it.

The buyer is bound by the General Terms and Conditions, which are effective at the time of purchase of the seller's products (hereinafter: products). The buyer is considered to have purchased the product at the time the buyer submits an order to purchase the product via the seller's website in accordance with these General Terms and Conditions.

### **2. TYPES OF BUYERS**

Online shop services can only be used by natural persons (consumers) over the age of 18 residing in the EU as well as those residing outside the EU (hereinafter: buyers).

By registering in the online store via the website, the buyer becomes a guest of the online store and acquires the right to purchase in the online store.

### **3. AVAILABILITY OF INFORMATION**

The seller undertakes to provide the buyer with the following information before being bound by the contract or offer:

1. information about the seller's company (name and registered office of the company, registration number),
2. contact information that enables the buyer quick and effective communication (e-mail),

3. the essential characteristics of the products (including after-sales services and voluntary warranties) and the period of validity of this information,
4. information on the availability of the products or services from the online store offer,
5. terms of delivery of items (and method, place and deadline of delivery),
6. the total price of the items, including taxes, or where the nature of the goods is such that the price cannot be calculated in advance,
7. the method of payment and delivery or completion, and the period of validity of this information,
8. temporal validity of the offer,
9. the time limit within which it is possible to withdraw from the contract and the withdrawal conditions (a description of the right to withdraw in accordance with Article 43.č of the ZVPot) together with the form for withdrawal from the contract referred to in the fifth paragraph of Article b43.d,
10. an indication that the buyer bears the cost of returning the goods, in the case of withdrawal from the contract, if necessary
11. an explanation of the appeal process, including full information of the customer relation office,
12. acquaintance with the responsibility for material defects.

#### 4. OFFER OF ITEMS

Due to the nature of online business, the offer of items is updated and changed frequently and quickly.

The price in the online store is shown as Regular price.

The regular price applies to all guests of the online store.

#### Item labels

- Item marked with a red rectangle, basket and price - currently available in the online store
- Item marked with a gray rectangle, basket and price - item is currently not available because it is out of stock
- Item marked with a letter - the item is not available in the online store
- Item marked with "New (translation version)" is a newly added item to the online store offer. It will be marked with this label for a minimum of 14 days and a maximum of 3 months.

Example of item labels:

	●	●	●	A	B	C	🛒	
624028	2	2,5	3	122	16	106	36	+🛒 8.64 €
624027	4	5	6	122	16	106	65	+🛒 7.51 €

		L1	C1	C2	L2	
623238	2	155	125	15	61	12
607161	2.5	155	125	15	61	13
607162	3	155	125	15	61	16

Fix it yourself with stainless steel pump

1693ES NEW

## 5. PURCHASE ORDER

The purchase agreement between the seller and the buyer is concluded in the online store at the moment when the buyer places the order. From that moment on, all prices and other conditions are fixed and apply to both the seller and the buyer. A buyer is a person with the data as indicated at the time of the submission of the purchase order. Later changes of the buyer's data is not possible.

The purchase agreement (i.e. the first electronic message about the status of the order) is stored electronically on the seller's server.

Items that are not in stock cannot be purchased or ordered until they are available in stock.

## 6. PAYMENT METHODS

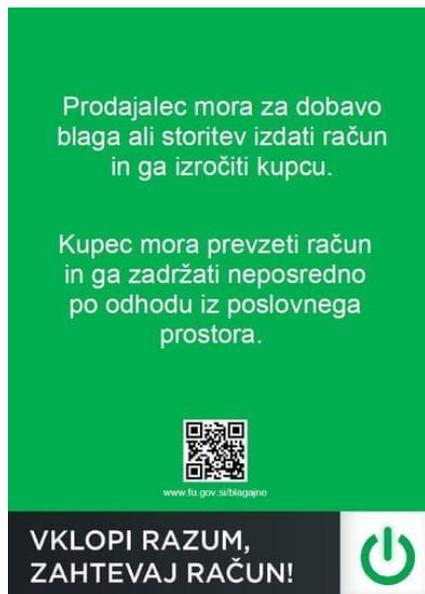
Payment for a purchase in the online store is only possible with MasterCard® and Visa cards.

## 7. ISSUANCE OF AN INVOICE

After the delivery of the ordered items, the seller also sends an invoice to the buyer in PDF format to the buyer's e-mail address. The buyer receives an invoice for each order separately.

The invoice breaks down the price and any costs incurred in connection with the purchase, as well as the name and link to the website, which contains information on the right of withdrawal from the contract.

The buyer is obliged to verify the correctness of the data before submitting the order. Later objections raised regarding the regularity of issued invoices are not taken into account.



## 8. PRICES

### **Regular price**

The Regular Price applies to the purchase of users. Items are available for purchase at the Regular Price via the seller's website and are delivered via express services.

Where the price next to the item is displayed in a red rectangle, it means that the item is available. However, when the price next to the item is in a gray rectangle, it means that the item is not currently in stock.

All prices include VAT, unless expressly stated otherwise.

Prices are valid at the time of the order and do not have a predefined validity.

The prices apply in the case of payment by the payment methods and under the conditions mentioned above.

Despite the extraordinary effort to provide the most up-to-date and accurate data, it may be that the price information is incorrect. In this case, or if the price of the item changes during the processing of the order, the seller will allow the buyer to withdraw from the purchase.

Promotional codes do not add up.

Item prices do not include shipping costs. The price of the shipping costs is communicated to the buyer before placing the order according to the selected country, express service and order size.

## **9. PROMOTIONAL CODE**

The promotional code brings a benefit when purchasing as a certain discount on the entire order and is limited in time. You can find the active promotional code on the title page of the advertising message, on the page of each department, in the seller's e-newsletter or other media.

In the event that the buyer uses the promotional code, but later cancels the order with the used code at their own will, or the shipment is damaged during transport, they are no longer entitled to a new benefit from this code.

Using a promotional code:

- Select the items you want to buy and put them in the cart. When you have finished adding items to the cart, continue by clicking on the Checkout button.
- In the same step, enter the promotional code in the promotional code field and confirm the entry by clicking the Apply button.
- When you enter the promotional code, the value of the promotional code is automatically deducted from the price of your order in the last step - Order Summary. The amount that still needs to be settled remains.

## **10. PURCHASE NOTIFICATION PROCEDURE**

### **1. Purchase order**

After the submission and payment of the order, the buyer receives an e-mail notice that the order has been received. The seller reserves the right to notify the buyer via the provided e-mail to verify the provided information or to ensure the accuracy of the delivery. The seller informs the buyer via e-mail about up-to-date information regarding the delivery of items.

### **2. The order has been shipped/The order is ready for collection**

The seller prepares and dispatches the item within the agreed deadline and notifies the buyer by e-mail. The buyer can contact the delivery person regarding the questions related to the shipment/ via the tracking code, which the buyer will receive from the seller via e-mail after confirming the order.

## **11. RIGHT OF WITHDRAWAL FROM THE CONTRACT**

The consumer (which is any buyer under these General Terms and Conditions, as buyers can only be natural persons) has the right to notify the seller within 14 days from the receipt of the items that they are withdrawing from the contract without having to give a reason for their decision. The deadline is counted from the day after the date of collection of the items.

The consumer must communicate the withdrawal to the seller's e-mail address: [shop@unior.com](mailto:shop@unior.com).

The product contract cancellation form is available to the user at <https://uniortools.com/en/support>.

In case of withdrawal from the contract, the consumer returns the received item by mail to the address of the company's warehouse: UNIOR d.d., Rudniška cesta 10, 3214 Zreče, Slovenia with the mandatory caption: B2C and the invoice number.

The return of the received items to the company within the deadline for withdrawal from the contract shall be considered a notice of withdrawal.

The consumer must return the item to the seller undamaged and in the same quantity, unless the item is destroyed, damaged, lost or its quantity has decreased without the consumer's fault. The consumer may not use the items without hindrance until the withdrawal from the contract. The consumer may inspect and test the articles to the extent strictly necessary to establish the actual situation. The consumer is responsible for reducing the value of the goods if the reduction in value is a consequence of handling that is not strictly necessary to determine the nature, characteristics, and operation of the goods.

The only charge charged to the consumer in respect of a cancellation is the cost of returning items (which, in the case of shipment, is charged on the price list of the delivery service and depends on whether the shipment/package/cargo is involved). The item must be returned to the seller no later than 30 days from the notification of withdrawal from the contract (purchase).

The consumer does not have the right to withdraw from the contract involving the items that are manufactured according to the exact instructions of the consumer, which have been adapted to their personal needs, which by its nature is not suitable for repayment.

Withdrawal from the contract is not possible:

- for goods manufactured according to the exact instructions of the consumer and adapted to their personal needs;
- for the service provided, if the company fulfils the contract in full and the service was started on the basis of the consumer's prior express consent and with the consent to lose the right of withdrawal from the contract when the company fulfils it in full;
- for goods which, by their nature, are inseparably mixed with other objects.

The refund of the paid-in payments, including shipping costs (except for additional costs due to the choice of delivery type, which is not the most affordable standard form of delivery offered by the company) will be made as soon as possible or within 14 days after receipt of notice of withdrawal. The company returns the received payments to the buyer with the same means of payment as used by the buyer, unless the buyer has explicitly requested the use of a different mean of payment and if the consumer does not bear any costs as a result of this.

Upon withdrawal from the contract where a promotional code was used, it is considered as a discount and is not returned to the buyer. Only the paid amount is returned to the buyer.

In exceptional cases where the items are not returned in accordance with the ZVPot, the seller can offer to the buyer a redemption of the item with adequate compensation, which is determined with the record at the time of refund. Redemption with reduced value is taken into account when the buyer is confirmed by e-mail. The buyer uses this compensation exclusively when ordering another item of the same or higher value.

## **12. WARRANTY**

Items are warranted if so stated on the seller's website <https://uniortools.com/eng/support/warranty> or on the warranty card. The warranty is valid when the instructions on the warranty card are taken into account and when an invoice is submitted. The warranty periods are indicated on the warranty card or on the invoice. Item under warranty returning form can be found here <http://uniortools.com/eng/support>.

## **13. MATERIAL DEFECT**

Consumers may exercise their rights resulting from a material defect on the condition that they notify the provider of the defect within two months of the discovery of the defect. In the notification of a defect the consumer shall precisely describe the defect and enable the provider to inspect the product.

The seller is not liable for material defects that appear more than two years after the item was delivered. When a defect appears within six months of the item being delivered, the defect shall be deemed to have existed at the time of delivery.

A consumer who correctly informed the seller of an error has the right to require the seller to:

- eliminate the defect on the goods or to return part of the paid amount in proportion to the defect or
- replace the faulty goods with new flawless ones or
- reimburse the entire payment.

**When is a defect material? When:**

- the item does not have the characteristics necessary for its normal use or for marketing,
- the item does not have the characteristics necessary for the particular use for which the buyer buys it, but which the seller was or should have been familiar with,
- the item has no qualities and distinctions that were explicitly or silently agreed or prescribed,
- the seller has delivered a product that does not match the sample or model, unless the sample or model was shown only for notification.

**How is the suitability of an item checked?**

It is checked with another, faultless item of the same type, as well as with the manufacturer's statements or statements on the item itself.

**How to claim a material defect?**

The buyer must notify the seller of any material defect together with a detailed description of it within the statutory period and at the same time allow the seller to inspect the item. The material defect reporting form can be found at <http://uniortools.com/eng/support>.

**14. COLLECTION OF ITEMS RETURNED FROM WARRANTY OR MATERIAL DEFECT PROCEDURE**

The seller returns the item to the buyer, which the buyer handed over to the seller for warranty or other procedure, after the end of the procedure via express service to the buyer's delivery address.

The seller sends a notice to the buyer that the item has been sent to them and invites them to accept the shipment with the item. The buyer is obliged to collect the item within 14 days from the date of notification.

If the buyer does not collect the shipment with the item within the specified period, the item is handed over for storage to the seller at the address of his warehouse: Skladišče gotovih izdelkov (SGI) - Rudniška cesta 10, 3214 Zreče. The seller keeps the item in their own warehouse until 6 months from the date of notification. For this period, the seller has the right to reimbursement of all storage costs (EUR 1/day) and the right to reimbursement of all costs necessary to maintain the item.

After the expiration of 6 months from the date of notification, the seller may sell the item via the online store and transfer the amount of the purchase price, after deducting sales and other costs, to the customer. In the event that the value of the item is insignificant, the seller may donate it to charity in which case they are not obliged to reimburse the customer. 15 days

before the expiration of the 6-month retention period, the seller informs the buyer about the intended sale or gift of the item, and also about the achieved price and the amount of costs after the sale and asks them to inform the seller of the bank account number to which the amount should be transferred. After the receipt of this information, the rest of the purchase price is transferred to the received transaction account of the buyer.

## **15. DELIVERY**

The seller delivers shipments via contractual delivery services (express service).

The seller needs 2-5 working days to prepare the shipment for collection by the contractual delivery service (express service), and the delivery time from the moment of collection by the contractual delivery service at the seller to the reception point in the buyer's country is determined by the express service. Upon placing and paying for the order, the customer receives information about the selected express service and tracking number via e-mail.

Citizens of countries to which the seller does not deliver items can pick up the ordered items at the seller's selected collection point in the country to which the seller delivers, or at the selected delivery address in the country to which the seller delivers. Costs incurred in connection with the collection of goods at the collection point or address for collection in another country are borne by the buyer.

Delivery costs depend on the size of the package and the country and place of delivery.

## **16. PERSONAL DATA PROTECTION AND SECURITY**

The buyer must be aware that they are obliged to provide their personal information to the seller in the correct and true form, and is also obliged to inform the seller about the change of their data. By accepting these General Terms and Conditions, the buyer confirms that the personal data they have provided is correct.

The seller is obliged to comply with the provisions of the Personal Data Protection Act (ZVOP-1), the Electronic Communications Act (ZEKom-1) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation). All detailed information about the processing of personal data can be found at <http://uniortools.com/eng/support>.

## **17. COMMUNICATION**

The seller will contact the buyer via means of distance communication only if the buyer explicitly does not object to it and in accordance with the provisions of ZEKom-1.

The seller's advertising emails will contain the following elements:

- they will be clearly and unambiguously labeled as advertising messages,
- the sender will be clearly visible,
- various specials, promotions and other marketing techniques will be marked as such. Also, the conditions for participation in them will be clearly defined,
- the way to unsubscribe from receiving advertising messages will be clearly presented,
- the user's wish not to receive advertising messages anymore will be explicitly respected by the seller.

The seller's advertising messages will be clearly visible and clearly separated from prize games and competitions.

## **18. LIMITATION OF LIABILITY**

The seller has the option of withdrawing from the contract only if a clear error is detected (Article 46 of the OZ). An obvious error is considered to be an error in the essential characteristics of the item and all errors that are considered decisive according to the customs of the store or the intention of the customers and which the seller would not confirm or conclude the contract in case of knowing. This also includes obvious price errors.

## **19. COMPLAINTS AND DISPUTES**

The seller respects the current consumer protection legislation and is striving to fulfil their duty of providing an effective complaint handling system.

In the event of a problem, the customer can contact the seller via e-mail at [shop@unior.com](mailto:shop@unior.com).

Complaints are submitted via the e-mail address [shop@unior.com](mailto:shop@unior.com).

The procedure for handling a complaint is confidential.

The seller is aware that the essential characteristic of consumer disputes is the disproportion between the economic value of the claim and the time needed and the costs arising out of the settlement of the dispute, which is also the main obstacle for the consumer not to bring a dispute before the court. That's why the seller strives to do their best to resolve any dispute by mutual consent.

### **Out-of-court settlement of consumer disputes**

In accordance with the legal norms, the seller does not recognise any performer of out-of-court settlement of consumer disputes as responsible for resolving a consumer dispute that

the consumer could launch in accordance with the Out-of-Court Settlement of Consumer Disputes Act.

The seller, who as a provider of goods and services enables online trade in the territory of the Republic of Slovenia, publishes an electronic link to the platform for online dispute resolution for consumer disputes (SRPS) on their website. The platform is available to consumers here.

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=SL>

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.

These General Terms and Conditions apply from 30 October 2020

**UNIOR d.d.**