

UNIOR d.d. Kovaška cesta 10 3214 Zreče, Slovenia T: +386 3 75 78 100 uniortools.com/eng/support

# **IMPORTANT INFORMATION**

Dear customer,

We are glad that you are thinking about purchasing our product. Before you decide about the purchase, we would like to acquaint you with certain information, and in particular we would like to inform you about the rights you have as a consumer in relation to the product you will be purchasing from us.

#### **SELLER COMPANY INFORMATION:**

UNIOR d. d., Rudniška cesta 18, 3214 Zreče, Slovenia, 5042437000.

# CONTACT INFORMATION FOR COMMUNICATION WITH THE SELLER:

e-mail: shop@unior.com

## MAIN FEATURES OF THE PRODUCTS:

The features of the products that you are purchasing are listed next to the description of these products and you were able to get acquainted with them during the online purchase process on our online store website. In addition to describing the essential features of the products, you were also able to see their pictures.

# AVAILABILITY OF PRODUCTS FROM THE ONLINE STORE:

During the online purchase process on our online store website, you were able to get acquainted with the availability of products from the online store. When looking at the selected product, you may have noticed a notice of whether a specific product is in stock at the seller or not, or whether a product may no longer be available for purchase. Items that are not in stock cannot be ordered or can only be ordered once they are back in stock.

#### **ITEM DELIVERY CONDITIONS AND METHODS:**

The ordered items will be delivered to you via our contractual delivery service (express mail) to your delivery address; alternatively, you can also opt for delivery to our selected pick-up location.

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.



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# **TOTAL PRICE OF ORDERED ITEMS:**

Before the final confirmation of the order, you will be shown the total price of all ordered items, including all applicable taxes, as well as a separate display of the amount of delivery costs. If the delivery is not made to your country, you are obliged to cover the costs incurred in connection with the collection of goods at the reception point or address for collection in the other country to which the delivery will be taking place.

#### METHOD OF PAYMENT AND PAYMENT TERMS AND CONDITIONS:

Ordered items are paid exclusively via credit card, for which you have already entered data into the system during the purchase process. Payment will be made immediately upon confirmation of the purchase.

# BEARING OF COSTS OF RETURN OF GOODS IN CASE OF WITHDRAWAL FROM THE CONTRACT WITHOUT REASON:

In the event that you withdraw from the contract for no reason, you are obliged to bear the costs of returning the goods.

## WITHDRAWAL FROM THE CONTRACT WITHOUT REASON:

We would like to inform you that you have the right to withdraw from the purchase and return the goods to us within 14 days of receiving the goods without giving a reason. If you exercise this right, we will refund everything you paid for the purchase of the goods immediately upon receipt of the goods and no later than within 14 days of receipt of the goods. The only cost you will incur as a result will be the cost directly related to the return of the goods (e.g. postage forsending the goods, the cost of direct delivery of the goods if they are not returned by mail...).

You must notify the company by e-mail with an unambiguous statement of your decision to withdraw from the purchase:

UNIOR d.d., Rudniška cesta 18, 3214 Zreče, Slovenia

e-mail: shop@unior.com

For this purpose, you can optionally use the attached sample withdrawal form, which can be found at <u>http://uniortools.com/eng/support</u>.

The condition for a refund is that you return the goods to us. It is very important that you return the goods:

- undamaged;
- in the same quantity;
- unused;
- in the original packaging,
- with a copy of the invoice and all other accompanying documents attached;

If the above conditions are not met, we will not be able to refund your payments and we will consider that withdrawal from the purchase is not justified.

Exceptionally, you have the right to return the goods even if the item is destroyed, damaged, lost or its quantity has decreased without your fault. Items may not be used freely until the withdrawal from the contract. You may inspect and test the itemsto the extent strictly necessary to establish the actual situation. Please note that you are responsible for reducing the value of the goods if the reduction in value is a consequence of the handling that is not strictly necessary to determine the nature, characteristics



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and operation of the goods.

# COMPLAINTS (NON-COMFORMITY OF GOODS AND FAULTLESS OPERATION WARRANTY):

If you find that the item or the goods are not compliant because they are damaged, do not work, or do not work as they should, you must notify us of it in writing (registered post, e-mail) no later than 2 months from the time that you have discovered this non-conformity. In doing so, you must accurately describe the non-conformity and allow us to inspect the goods. You must also enclose all accessories of the goods and a copy of the invoice.

The goods shall be deemed compliant if:

- they correspond to their description, type, quantity and quality, and have the functionality, compatibility, interoperability and other characteristics as required by the sales contract;
- they are fit for any particular purpose for which the consumer requires them, and which was made known by it to the seller no later than at the time of conclusion of the sales contract, and which the seller has accepted;
- they are supplied along with all accessories and instructions, including the installation instructions, as set out in the sales contract; and
- they have been updated as stipulated by the sales contract.

At the same time and in addition to the aforementioned basic requirements, the goods must also:

- be fit for the purposes for which goods of the same type are normally used, taking into account (where appropriate) other regulations, technical standards or, in the absence of such technical standards, industry codes of conduct applicable to the respective sector;
- be of the quality and correspond to the description of the sample or model made available by the seller to the consumer before the conclusion of the sales contract, where appropriate;
- be supplied together with said accessories, including packaging, installation instructions or other instructions that the consumer may reasonably expect to receive, where appropriate; and
- be of the quantity and have the characteristics, including with regard to durability, functionality, compatibility and safety, that are customary for goods of the same type and which the consumer can reasonably expect given the nature of the goods and taking into account any public statements made during advertising or labelling by or on behalf of the seller or other persons in the previous stages of the contractual chain, including the manufacturer, unless the seller demonstrates that:
- they were not, and could not reasonably have been, aware of the public statement in question;
- the public statement has been corrected in the same or comparable manner as it was made before the conclusion of the sales contract; or
- the decision to buy the goods could not have been influenced by the public statement.

We will respond to your complaint within 8 days. If we find that the claim is unjustified, the cost of returning the item will be borne by you.

If we determine that your claim is justified, you will have the **primary** right to ask us to **restore the conformity of the goods** free of charge, whereby you can choose to have the goods repaired or replaced, except in the case of statutory exceptions.

You will be able to request a **proportional reduction of the purchase price or withdraw from the sales contract**, if the non-conformity is not remedied or eliminated in full, if it is not remedied within the legal deadline, or if the nature of said non-conformity is so serious that it would justify an immediate proportional reduction of the purchase price or the withdrawal from the sales contract.

Notwithstanding the previous paragraph, you have the right to withdraw from the sales contract and request a refund of the amount paid if said non-conformity occurs within less than **30 days of the delivery of the goods**.



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We reserve the right to reject your complaint in the following cases:

- if the goods have mechanical damage to the housing or to the components;
- if the goods have not been returned in the original packaging;
- if the buyer does not submit a copy of the invoice;
- if the goods are sent to our address with a compensation;
- if, due to improper packaging and shipping, mechanical damage to the items has occurred or any defects has been caused;
- if the items are not accompanied by all the equipment that was provided to the customer at the time of purchase.

All of the aforementioned rights belong to you under our liability for material defects, while you can exercise your rights under the warranty for the faultless operation of items in accordance with our warranty statement, if it has been given to you.

# INFORMATION ON THE COMPLAINT PROCEDURE

Your opinions, inquiries, comments, complaints and objections can be addressed to the registered office of UNIOR d.d., Rudniška cesta 18, 3214 Zreče or to the following e-mail address: <u>shop@unior.com</u>. We will resolve any complaints as a matter of priority and in the spirit of good business cooperation. For this purpose, we will confirm to you within 8 days of receiving the written complaint that we have received the complaint and inform you about the course of the procedure and the estimated time of the hearing.

## **OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES**

Pursuant to paragraph 3 of Article 32 of the Out-of-Court Settlement of Consumer Disputes Act (ZIsRPS), we declare that we do not recognise any out-of-court consumer dispute resolution provider as competent for resolving consumer disputes arising from the sale of our items.



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