

## TERMS AND CONDITIONS

Terms and Conditions and use are subject to the Consumer Protection Act (Official Gazette 41/14, 110/15, 14/19) and the Obligations Act (Official Gazette 35/05, 41/08, 125/11, 78/15, 29/18).

In the Terms and Conditions you can also find:

Privacy Policy

Form for unilateral termination of the contract

## GENERAL PROVISIONS

The website [www.dvije-njuske.hr](http://www.dvije-njuske.hr) is owned by Dvije njuške, a free craft business for manufacturing, trade, and services, Mandaličina 12, Zagreb, Croatia, owner Iva Čoh, OIB 45048923389 (hereinafter referred to as "Dvije njuške"). Dvije njuške allows you to use the services and content of the website [www.dvije-njuske.hr](http://www.dvije-njuske.hr) (hereinafter referred to as the "website" under these Terms and Conditions.)

These Terms and Conditions apply to the use of the website [www.dvije-njuske.hr](http://www.dvije-njuske.hr) and refer to end-users, and by using the website, end-users agree and accept these Terms and Conditions as well as any other provisions or rules that apply to any part of this website without limitations and conditions. If you do not agree with these Terms and Conditions, please do not access the website, and do not use its content. In case of any questions or doubts regarding the Terms and Conditions, please contact us. You can contact us in writing by ground mail (Dvije njuške, Mandaličina 12, 10000 Zagreb, Croatia) or by e-mail ([info@dvije-njuske.hr](mailto:info@dvije-njuske.hr)), and Dvije njuške will receive the reply via the same method as soon as possible.

The content and all materials found on the website are protected by copyright and are owned by Dvije njuške unless otherwise stated. The use of part of the content and/or material by third parties is permitted only and exclusively with the written permission of the copyright holder. Any unauthorized use of any part of the website's content will be considered gross copyright infringement and subject to legal action.

By using the website, the user accepts the risks arising from its use and agrees to use the website exclusively for personal use and at his own risk.

Dvije njuške fully denies any responsibility for any damage that may arise in any way from the use and/or misuse of the website and that may occur to the user and/or third parties.

Dvije njuške does not guarantee that the website will always be available and that it will not contain errors or viruses. Also, Dvije njuške will try to eliminate all errors and difficulties in access to the website as soon as possible.

Dvije njuške is committed to protecting the personal data of website users according to **Privacy Policy**. The website uses cookies to improve its performance of a website. By using the website, it will be considered that the users are familiar with and agree to the terms of use at all times, including the terms of processing and protection of personal data and options related to cookies.

Dvije njuške reserves the right to change these Terms and Conditions without prior notice. All changes will be published on the website and will be effective on the date of posting.

## BASIC TERMS

The Seller is Dvije njuške, a free craft business for manufacturing, trade, and services, Mandaličina 12, Zagreb (Croatia), owner Iva Čoh, OIB 45048923389.

The Buyer is a person who is of legal age and capable of doing business or a legal entity and who fills out an online order form, submits it to the seller, and makes payment via the website [www.dvije-njuske.hr](http://www.dvije-njuske.hr). The Customer is responsible for the accuracy and completeness of the entered data.

## **INTERNET SHOP**

The Seller is required to state the retail prices of all products on website visibly and legibly. Under Article 90(2) of the Law on VAT the prices are VAT-exempt.

The Seller will periodically, following the business plan, put certain products on promotional offer at a price that is lower than the regular, and visibly and legibly mark the regular and special price of the item, as well as indicate the duration of the promotional offer. Upon expiration of the promotional offer period, the Seller will not accept orders under the conditions related to the expired promotional offer.

Also, the Seller can offer a "promotional gift code", the terms and conditions of which will be highlighted on the website.

The purchase process begins with the Customer ordering the product by selecting the item and filling out the online form. The item is considered ordered after the Customer goes through the entire order process and receives the Seller's e-mail confirming that the product has been ordered successfully.

The products that can be ordered are only the items indicated on the website that are available in stock. The Seller reserves the right that due to numerous previous orders, there may be deviations in the displayed available products on the website from the stock availability. In such case, the Seller will contact the Buyer regarding the time frame in which the item will be available and/or offer a refund of the amount already paid.

It is implied that the Buyer fully guarantees the accuracy of the data in the online order form, that is, the Seller is not responsible for any incorrect input or incomplete online order form.

The purchase contract is considered concluded when the Seller receives confirmation that the amount of the order has been paid to his account.

Payment can be made via internet banking, money order, card transactions, and cash payment upon delivery (withdrawal). The Customer is due to pay all fees related to the purchase, such as data traffic costs, telephone costs, bank transaction costs, customs duties, and the like.

The Seller does not guarantee the availability of a specific item if the Buyer does not complete the payment process for the order within 24 hours.

The Seller will organize order delivery on the next working day, upon the payment is visible on the bank seller's bank account, or after receiving the order in the case of choosing to pay upon delivery (withdrawal).

## **DELIVERY**

All items purchased on the website will be shipped to the address specified when ordering.

For delivery outside of Croatia, the customers are solely responsible for any customs and import costs, fees, permits, possible restrictions, and regulations of the country of destination.

The Seller agrees to deliver the order within 15 working days from the date of conclusion of the contract, and it is considered completed by handing it over to the delivery service.

The Seller commits to deliver a technically correct product, and corresponds to the type and description of the product listed on the website.

The graphic of the item published on the website may slightly vary from the real product appearance due to monitor settings, screen reflection, color perception, etc. Such deviations are not a justified reason for returning the product.

Product information (description, availability, pricing, etc.) displayed on the website is subject to application glitches, other technical irregularities, typographical errors, etc. The Seller reserves the right to unilaterally terminate the contract when it comes to obvious errors or malfunctions regarding product information published on the website.

It is the responsibility of the Buyer to check the shipment accuracy upon receiving the delivery and has the right to refuse to collect the ordered goods in case of visible external damage to the shipment and/or if the delivered goods do not match the type/quantity of the ordered product, for which the Buyer does not bear the delivery costs.

The customer's signature on the delivery note is considered that he/she accepts the product has been properly delivered and that there is no visible defect, i.e. that the delivered goods fully correspond to the ordered products.

If the Buyer refuses to receive the ordered goods without a valid reason, the Seller has the right to withhold the delivery costs and other manipulative costs from the paid amount of the purchase price.

If the delivery fails due to the unavailability of the Buyer, the Seller or the delivery service will contact the Buyer and offer him options for the next delivery.

## **COMPLAINTS, RETURNS, EXCHANGE**

If the Buyer is dissatisfied for any reason, he/she can send a written complaint to the Seller. Complaints should be sent by ground mail to Dvije njuške, Mandaličina 12, 1000 Zagreb (Croatia), or via e-mail at [info@dvije-njuske.hr](mailto:info@dvije-njuske.hr). The Seller is required to confirm receipt of the complaint in writing without delay and no later than 15 days from the receipt of the complaint.

The Customer has the right to make a justified complaint and to return the goods within 14 days of receiving the shipment if the delivered goods do not match the order and/or have some hidden defect that could not be detected during a normal inspection during delivery. In this case, the Seller will offer the option of choosing between a refund, discount, or exchange for a new product. Delivery costs are borne by the Seller.

The Seller has the right to refuse the complaint if he finds that it is not an objective defect of the product, but that the damage occurred because of the use of the product (for example, if the labels have been removed, if the product is dirty, etc.).

Dvije njuške is responsible for material defects of the products on the website and is in compliance with the rule of the positive laws of the Republic of Croatia, in particular the Civil Obligations Act.

## **RIGHT TO UNILATERAL TERMINATION OF THE CONTRACT**

The Buyer has the right to unilaterally terminate the contract within 14 days from the day of receipt of the goods, without giving reasons. The Seller will deliver the confirmation of receipt of the notice of unilateral termination of the contract to the Buyer without delay, by e-mail.

The Buyer can exercise his right to unilateral termination of the contract through an online form, he/she must notify the Seller in writing before the expiry of that period, in the form of a Form for unilateral termination of the contract. The form can be sent by ground mail to the address Dvije njuške, Mandaličina 12, 1000 Zagreb (Croatia), or via e-mail to [info@dvije-njuske.hr](mailto:info@dvije-njuske.hr).

The Buyer is required to return the goods without delay and no later than 14 days from the day of giving the declaration of contract termination. Exceeding this deadline results in the loss of the right to unilateral termination, i.e. the return of the payment.

Return costs are borne by the Buyer.

The Buyer is responsible for any damage to the returned goods that resulted from the handling of the goods during the return. The Customer also bears the cost of any reduction in the value of the goods (unpacked goods, missing documentation and parts, damage, use of the goods, etc.), except for what was necessary to determine the nature, features, and functionality.

If the product is returned defective, with major damage, or without parts and documentation, and if the same is not delivered within a subsequent period of 8 days, it is considered that the Buyer has not complete their obligation to return the goods and the Seller is not obliged to return the paid funds.

Within 14 days of receiving the returned goods or receiving proof that the goods have been sent back, the Seller will refund the Buyer by the same payment method when receiving the money.

The Buyer does not have the right to unilaterally terminate the contract if the subject of the contract is made to order goods that are made according to the buyer's specifications or that are fully adapted to the buyer.

## **FINAL PROVISIONS**

The Terms and Conditions represent an agreement between the website user and Dvije njuške. If you do not agree to the Terms, please do not use this website or order products through it. By using the website you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy, incorporated herein.

The Terms and Conditions is in compliance with the laws of the Republic of Croatia. In the event of a possible dispute, the Seller and the Buyer will resolve the dispute amicably, and if this is not possible, the dispute will be governed by the competent court in Zagreb, Croatia.

The Terms and Conditions have been put into effect on February 1, 2023.