



## **GENERAL TERMS AND CONDITIONS OF THE „PREVENTA PLUS“ WEB SHOP:**

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

By using the web shop „Preventa plus “on the website [www.safety.eu.com](http://www.safety.eu.com) you confirm that you are familiar with these General Terms and Conditions and that you accept them. If you do not agree with these Terms and Conditions, do not use this website for the purpose of purchasing products, obtaining information about the products or for any another purpose. Online purchase of products on the website [www.safety.eu.com](http://www.safety.eu.com) is possible only within the EU territory, which implies that the purchased products are delivered only within that same territory.

### **2. DISCLAIMER OF USE AND LIABILITIES**

The user undertakes to not use the website [www.safety.eu.com](http://www.safety.eu.com) in any way that would be contrary to applicable EU regulations. Any documents, data and information published on the website [www.safety.eu.com](http://www.safety.eu.com) may not be reproduced, distributed or used in any way for commercial purposes without the explicit consent of the seller or in any other way which could cause damage to the seller or to any third party. Images of products shown on [www.safety.eu.com](http://www.safety.eu.com) are for illustration purposes only and do not necessarily correspond to the actual appearance and nature of products. The seller is authorised to modify the content of these Terms and Conditions, product offer, other data related to the web shop, as well as any other content of the website [www.safety.eu.com](http://www.safety.eu.com) without prior notice, under the condition of public disclosure on [www.safety.eu.com](http://www.safety.eu.com).

### **3. USE OF SERVICE**

The user may purchase products as a guest or as a registered user. The purchase is done by placing the selected products in the bag. The user can view bag to check the order, add or remove products or change their quantity. The user then proceeds to checkout where they first enter delivery data. After that, the user proceeds to the checkout summary where they choose their payment method and check if all the data entered is correct leading to the conclusion of the order.

### **4. PRODUCT AND SERVICE PRICE**

Prices of products, VAT included, can be seen in the shopping bag before finalising the order. The cost of shipping is visible when entering the data when finalising your order. Any information on the confirmation of purchase based on the electronic order will be delivered to the e-mail address of the customer indicated in the process of registration/order or in the shopping bag when entering data during the finalisation of order. All prices are expressed in euros. VAT is included in all prices or indicated next to them. The seller is authorised to change prices without prior notice, as well as to change prices solely for online shopping without prior notice.

### **5. CONCLUDING AND TERMINATING THE SALES CONTRACT**

The product sales contract between the customer and the seller is considered concluded when the seller receives an e-mail which contains the customer’s statement on the acceptance of the offer, that is when the seller receives the order from the customer.

### **6. PAYMENT METHOD**

The customer shall pay for ordered products, that is service and shipping, according to the model they choose during the order review. The payment can be done in the following ways:

6.1 Wire payment enables the payment through internet banking, mobile banking, in the bank, post office etc. By choosing this option when ordering products, the customer will receive all the information necessary for the payment. The delivery of the product will be carried out when the payment becomes visible in the seller's system.

6.2 Paying through PayPal and credit cards (MasterCard, Maestro, Visa, American Express, Diners – single payment) through WSPay system for online payment.

## **7. DELIVERY**

### **7.1 Delivery to the selected address**

Delivery is made to the address of the customer by postal service or express delivery service. The cost of delivery is calculated depending on the weight and is visible when entering the data during the finalisation of order. The delivery term of ordered goods is 8 to 15 days from the receipt of the order, and when the number of orders is increased and this deadline cannot be met, the customer will be contacted, and the extended period of delivery will be agreed upon. In the event of urgent delivery term, delivery by courier service can be arranged at the customer's cost.

### **7.2 Conditions of collecting delivery**

All the products are packed in transport packaging so that they cannot be damaged during regular handling. When collecting the product, each customer shall check the product for any possible damages and report them immediately to the courier or reject the package with visible external damage.

## **8. COMPLAINTS AND CLAIMS**

### **8.1 Customer complaints**

The seller enables all customers to submit their complaints by post to the address Preventa plus d.o.o. Čakovečka 1, 42 000 Varaždin, Croatia, or by mail to [safety@preventa.hr](mailto:safety@preventa.hr) and the seller will notify the customer of the complaint received. The seller shall respond to any complaints and claims no later than 15 days from the day of receipt of complaint. In order for the seller to confirm the receipt of written complaint and to answer it, the customer needs to state accurate data for the receipt of an answer.

### **8.2 Claims**

If the customer collected the ordered goods and subsequently found any damage, defects or malfunctions which were not caused by incorrect handling, but were there before or appeared right after the product was used for the first time, the seller shall be contacted no later than 8 days from the collection of products to the e-mail [safety@preventa.hr](mailto:safety@preventa.hr).

## **9. RETURNING GOODS AND TERMINATING THE CONTRACT**

If the customer changes their mind about the order, they can return the ordered goods without any subsequent explanation, and they can cancel the order even before it gets sent to the delivery address.

### **9.1 Unilateral termination of the sales contract:**

Unilateral termination of the Contract is possible within the period of 14 days from the day of receipt of package. The requirement for the termination of the Contract is that the purchased goods have not been used. Refund shall be executed in the same manner as the payment, solely upon the receipt of returned goods. The seller reserves the right of reimbursement of ineligible costs incurred in the return process, that is when the goods delivered are the same goods that were ordered and have no damage, defects or malfunctions.

### **9.2 Return of goods:**

For return, replacement or claim, the customer should contact [safety@preventa.hr](mailto:safety@preventa.hr)

## **10. STATEMENT OF PERSONAL DATA PROTECTION, COLLECTION AND USE**

The seller undertakes to provide protection for personal data of customers by collecting only necessary, essential information about customers/users which are necessary for the fulfilment of our obligations; to inform the customers on the method of use of data collected, to regularly provide customers with the possibility of choosing the use of their personal data, including the possibility of choosing whether they want their name to be removed

from the lists used for marketing campaigns or not. Any data about the users is kept in strict confidentiality and is available only to employees who need such data to carry out their work. All employees and business partners of the seller are liable for the respect of privacy protection principles. The seller will ensure that the personal data of users is kept in a safe place which only authorised persons of the seller have access to. Personal data of customers are protected in accordance with the Personal Data Protection Act, and the seller will not make them available to third parties in any way. The seller guarantees to not disclose the e-mail address and other data of the customer to third legal and natural persons without their consent. When giving personal data, the user guarantees that such data is complete, correct, accurate and up-to-date.

#### **11. STATEMENT OF PERSONAL DATA TRANSFER PROTECTION**

The entry and transfer of personal data and credit card number data is protected by the highest security standards ensured by WSPAY system for online credit card authorisation, in accordance with the requirements of card issuers and brand, as well as PCI DSS standard. Credit card authorisation and charging process is done by WSPay system for credit card authorisation and billing in real-time.

#### **Protection of personal data in accordance with the General Data Protection Regulation of the European Parliament and Council No. 2016/679-Regulation and the implementation of the General Data Protection Regulation**

WSPay as an authorisation and credit card debiting processor, manages personal data as the processor and treats personal data in accordance with the General Data Protection Regulation of the European Parliament and Council No. 2016/679 and the strict rules of the PCI DSS L1 regulation on the protection of entering and transferring data.

WSPay uses 256-bit encryption SSL certificate and TLS 1.2 cryptographic protocol as the highest levels of the protection of data entering and transferring.

Personal data used for the purpose of authorisation and debiting, that is the fulfilment of obligations under the Agreement, are considered confidential.

WSPay warrants compliance with all the terms and conditions set forth by applicable personal data protection regulations for personal data processors, and in particular taking all necessary technical, organizational and security measures, which is further confirmed by the PCI DSS L1 certification.

#### **12. STATEMENT OF USE OF WSPAY**

The seller uses WSPay for online payments. WSPay is a safe system for online real-time payments with credit and debit cards, and other payment methods. WSPay provides the customer and the seller with safe entry and transfer of card data, which is also confirmed by the PCI DSS certificate held by WSPay.

#### **13. AMENDMENTS**

The seller reserves the right to modify these General Terms and Conditions without prior notice. The users are required to check the applicable General Terms and Conditions whenever using the website, and especially web shop.

#### **14. DISPUTE RESOLUTION**

Any disputes that may arise because of these General Terms and Conditions shall be resolved in an amicable manner, and where this is not possible, before the competent court in Zagreb, Croatia.