General terms and conditions of the OCTech d.o.o.

I. scope

We carry out your order according to our General Terms and Conditions (GTC) valid at the time of placing the order. The current version of the General Terms and Conditions are available on our website octech.si under "Terms & Conditions". We expressly reserve the right to make changes and additions. Conflicting terms and conditions shall not become an integral part of the contract.

II. product description

The information on our website about our products (quality, dimensions, color, price, etc.) is as accurate as possible, but is non-binding. Images and photos are for illustration purposes only. Only the content of our respective product description to which we set a link is authoritative. We expressly reserve the right to make minor and reasonable product changes.

III. conclusion of contract / withdrawal

- 1. The contract is concluded by us accepting your order by our order confirmation or by delivery of the ordered goods. We will send the order confirmation by e-mail. An automatically generated and sent e-mail confirming the receipt of your order is not considered to be an order confirmation. If you have not given us an e-mail address when placing your order, the contract is concluded upon delivery of the goods.
- 2. we reserve the right to carry out a credit assessment even after conclusion of the contract and to withdraw from the contract in case of a negative result. We also reserve the right to withdraw from the contract in the event that the goods are not available or if there are data errors which prevent us from carrying out your order.

IV. shipment

We will contact the buyer regarding the preferred shipping method. Within Europe we deliver within four working weeks after receipt of the payment. If we do not have the ordered goods in stock we will inform you immediately about a delay caused by this. For shipments to other World countries the delivery may take longer – normally up to 12 weeks.

V. Shipping costs and customs duties

- 1. The shipping costs depend on the number and weight of packages and the country of the delivery address. If you complete your shopping cart and enter your address, the exact shipping costs will be listed before you place your order.
- 2. for deliveries of goods outside the European Union and Switzerland, import duties (customs duties) may apply; these are to be borne by you.

VI. terms of payment

- 1. we accept payments
- a) payment in advance (payment of the invoice amount to our account before delivery);
- b) by credit card (VISA, MasterCard, American Ex-press, Cartes Bancairse (SEPA), Discover & Diners, Japan Credit Bureau and Interac (Canada)). Your credit card will be charged immediately after receipt of

VII. right of withdrawal

- 1. As a consumer, you have the right to cancel the contract within fourteen days without giving any reasons.
- 2. The period shall be fourteen days from the day on which you or a third party named by you who is not the carrier has or has taken possession of the goods. If you have ordered several goods within the framework of a uniform order and they are delivered to you separately, the period begins with the possession of the last goods.
- 3. In order to exercise your right of revocation, you must inform us, the

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by means of a clear declaration (e. g. a letter or e-mail sent by post) of your decision to withdraw from the contract.

In order to comply with the revocation period, it is sufficient that you send the notice of revocation prior to the expiry of the revocation period.

VIII. Consequences of the revocation

- 1. if you revoke the contract, we will refund all payments received from you, including the delivery costs (except for the additional costs resulting from the fact that you have chosen a method of delivery other than the cheapest standard delivery offered by us), immediately and no later than within fourteen days from the day on which we receive notice of your revocation of this contract. We will use the same means of payment for this repayment as you used in the original transaction, unless otherwise expressly agreed with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back.
- 2. you must return or hand over the goods to us without delay and in any case no later than within fourteen days of the day on which you inform us of the revocation of the contract. The deadline is respected if you send the goods before the expiry of the 14-day deadline.
- 3. you bear the direct costs of returning the goods.
- 4. you only have to pay for a possible loss of value of the goods if this loss of value is due to a handling with you that is not necessary for the examination of the condition, characteristics and function of the goods.
- 5. The additional cost for express shipping is like a special order and will not be refunded for returns. We will only refund the normal shipping rate.

IX. retention of title

All delivered goods remain our property until full payment.

X. Defect claims (warranty)

- 1. if the packaging is defective on delivery, we recommend that you refuse to accept the delivery with a corresponding notice to the postman (please note the name of the postman if applicable). If you notice a defect of the delivered goods only after opening the packaging, we ask you to contact us before sending the goods back to us. In the case of justified complaints, we shall bear the return costs.
- 2. if the goods delivered by us are defective, you may, within the framework of the statutory provisions, at your discretion demand either remedy of the defect or delivery of defect-free goods (subsequent performance). Should the subsequent performance fail, you can reduce the purchase price or in case of a considerable defect withdraw from the contract.
- 3. we are not liable for damage that has occurred to the goods themselves nor for other financial losses.

XI. No liability for links

We are not liable for the content of external websites to which we provide a link.

XII Data protection

The disclosure of personal data is a matter of trust. We assure you that we will use your data exclusively for processing your order. Under no circumstances will we pass them on to third parties. By placing your order, you agree that we may store, process and use your personal data in order to be able to process and execute your order.

XIII Choice of Law and Jurisdiction

- 1 Slovenian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 2 Place of jurisdiction for business transactions with merchants is Ljubljana. At our discretion, we are also entitled to sue at the customer's domicile.

XIV Severability Clause

If any provision of these General Terms and Conditions is or becomes invalid, the remaining provisions of these General Terms and Conditions shall remain in full force and effect.

XV. pictures and texts in our online shop

All pictures and texts in our online shop are our intellectual property. The use of the pictures and texts for commercial purposes is prohibited. The use of extracts of the pictures and texts for private purposes is possible, but requires our express prior consent.