

## GENERAL TERMS AND CONDITIONS OF PURCHASE

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### Basic information about the seller

Name: Zolli Circle d.o.o. for services

Short name: Zolli Circle d.o.o.

Headquarters: Selišće 29, 10000 Zagreb

Registered in the Commercial Court in Zagreb under the number: 081561140

Business bank and IBAN: Privredna Banka Zagreb

OIB [Personal Identification Number]: 09927840313

MBS [Company Registration Number]: 081561140

Share capital: 2600 €

Company members: Zvonimir Krajač and Antonela Pripuz

Persons authorized to represent: Zvonimir Krajač, director, represents the company individually and independently and Antonela Pripuz, director, represents individually and independently.

Email address: [zvonimir@zolli.shop](mailto:zvonimir@zolli.shop)

The consumer, as a buyer, concludes a sales contract with Zolli Circle for services, Selišće 29, Zagreb, OIB: 09927840313 (hereinafter referred to as: Zolli Circle d.o.o.), in the capacity of the seller.

A user is a person who uses the website [www.zolli.shop](http://www.zolli.shop), just like any buyer and visitor to the website [www.zolli.shop](http://www.zolli.shop).

The conclusion of a sales contract via the website [www.zolli.shop](http://www.zolli.shop) is regulated in accordance with legal provisions, taking into account in particular the principles and provisions of the European Union directives. The conclusion of a contract via the website [www.zolli.shop](http://www.zolli.shop) constitutes a distance contract.

These General Terms and Conditions of Business also represent pre-contractual notice and relate to the conclusion of a sales contract if the buyer is a consumer, i.e., any natural person who concludes a legal transaction or acts on the market outside their trade, business, craft, or professional activity, and if the contract is concluded between a trader and a consumer within an organized system of sales or service provision without the simultaneous physical presence of the trader and consumer in one place, where up to the moment of concluding the contract and for its conclusion, one or more means of distance communication are exclusively used.

Means of distance communication are all means that, without the simultaneous physical presence of the trader and consumer, can be used for concluding a distance contract, such as the Internet and email.

The contract is concluded when the seller accepts the offer of the buyer, and all stated on the website [www.zolli.shop](http://www.zolli.shop) constitutes an invitation to make an offer. The seller may terminate the sales contract if the buyer does not pay the purchase price and is not obliged to execute the delivery of the product until the purchase price is received unless the buyer has chosen the payment method of cash on delivery. If for some reason the buyer does not accept the shipment and it is returned to the seller, the seller will repeat delivery two more times, and after a total of three unsuccessful delivery attempts, the seller will no longer repeat other deliveries.

The content of the website [www.zolli.shop](http://www.zolli.shop) is available in English. The official language for the conclusion of a sales contract is English.

#### Main Characteristics of Goods

The customer becomes acquainted with the main characteristics of the products on the website [www.zolli.shop](http://www.zolli.shop)

Zolli Circle d.o.o. reserves the right to change information, including product prices and promotional offers on the pages without prior notice.

Zolli Circle d.o.o. strives to maintain accurate prices on the website. In the case of an obvious error in the product price, Zolli Circle d.o.o. reserves the right to inform the customer without delay, cancel the order, and refund the amount paid. In the said situation, the customer has the right to confirm the order at the correct price.

Next to the product image, there is a description of the main features of the product and its price with VAT expressed in euros (hereinafter: euro).

Prices, payment terms, and promotional offers are valid only at the moment of order confirmation.

#### **Contracting Procedure**

Purchases are made on the Zolli Circle d.o.o. website at [www.zolli.shop](http://www.zolli.shop) by filling out the provided form. When filling out the form, the customer is required to enter all the information requested. The purchase can be made with the customer's confirmation that they have previously read and understood the General Terms and Conditions of Business and that they agree with them and are aware that this order involves a payment obligation. Purchases are possible 24 hours a day, 7 days a week. Zolli Circle d.o.o. is not responsible for the costs of using computer equipment and telecommunication services necessary to access the service. The customer will be informed by email about the confirmation of the order receipt (receipt of the electronic message containing the customer's offer) and the shipment of the package.

In the event that Zolli Circle d.o.o. for any reason is unable to deliver any of the ordered products, a Zolli Circle d.o.o. employee will contact the customer by phone or email to arrange the delivery of a substitute product or possible cancellation of the ordered product.

Purchases of products and/or services on behalf of and for the account of minors or persons fully or partially deprived of their business capacity can only be requested by their legal representatives.

Purchasing is carried out by ordering available products that the customer selects based on the photo and basic description. The purchase is made in a few simple steps in the comfort of the customer's home, from anywhere in the world.

Product search is possible by various criteria. By entering a certain term in the "search engine," products related to the mentioned term will appear. The customer can choose a specific product they are interested in and read the available description of the product in order to independently decide whether the product meets their needs. The customer selects products from the Zolli Circle d.o.o. product catalog, which is organized according to product types.

The product order is carried out electronically. By clicking the mouse on the "Add to Cart" icon, the selected product is added to the cart. By putting products into the cart, the product is not reserved or ordered or purchased. The customer can continue adding products by clicking on "Continue Ordering" or review the cart by clicking on "Review Cart" or complete the product selection process by clicking on "Complete Order." At this step, the customer enters a code if they have a coupon or gift voucher.

When the customer completes the product selection process by clicking on "Complete Order," they will be redirected to a page where the customer enters the data needed for delivery, chooses the payment method, delivery method, adds any additional notes if they have them, and marks the appropriate box if they want an R1 invoice. The purchase cannot continue without marking the box "I agree with the General Terms and Conditions of Business," by which marking the customer confirms that they have read and understood these General Terms and Conditions of Business and agrees with them and marking the box "I am aware that the order includes a payment obligation." By clicking on "Edit Cart," the customer can change the contents of the cart. If the customer agrees with the order of the products in the cart, they can click on the "Pay" icon. After the customer presses the "Pay" icon to place an order, the seller will send the General Terms and Conditions of Business to the customer's email address along with the order confirmation and its number, confirming that the customer's order has been received and is being processed.

The seller will send a confirmation of the concluded sales contract to the customer's email address along with the confirmation that the shipment has been sent (Your order has been processed).

If the customer does not receive the ordered products they have paid for within 20 business days (excluding Saturdays, Sundays, and public holidays) from the payment, or 20 business days (excluding Saturdays, Sundays, and public holidays) from the conclusion of the sales contract with agreed payment upon receipt, they must notify Zolli Circle d.o.o. of the same at the email address [zvonimir@zolli.shop](mailto:zvonimir@zolli.shop).

If the customer does not receive an order confirmation via email within 72 hours or it is not possible to access the service in the manner specified in the email, they are required to contact the seller at the email address [zvonimir@zolli.shop](mailto:zvonimir@zolli.shop).

In the event that Zolli Circle d.o.o. for any reason is unable to deliver any of the ordered products, a Zolli Circle d.o.o. employee will contact the customer by phone or email to arrange the delivery of a substitute product or possible cancellation of the ordered product.

In the case of problems or uncertainties during the ordering process, the customer can contact Zolli Circle d.o.o. at the email address [orders@zolli.shop](mailto:orders@zolli.shop).

## **Product Price, Payment Method, and Product Delivery**

The customer undertakes to pay for the ordered products using one of the following payment methods:

- Credit or debit card - payment directly via the internet, using card payment services: MasterCard, Maestro, Visa, Diners, and Amex.

- Cash on delivery (upon receipt of the package) - allows the customer to pay the order amount to the delivery person at the time of delivery to the address. Payment on delivery is made exclusively in cash. – ONLY AVAILABLE FOR CROATIA

- Payment by bank transfer – details necessary for payment, including the account number to which the customer needs to pay the order amount, are sent to the email address provided at the time of ordering. The customer can make the payment using internet banking or by making a deposit at a bank branch, post office etc. After receiving the payment from the customer, the ordered products are sent to the address indicated in the order.

The sales contract is concluded at the moment of the customer's offer acceptance, and the product will be dispatched to the delivery service within 3 business days (excluding Saturdays, Sundays, and holidays) upon receipt of the payment of the purchase price, except for cash on delivery payments (possible only within the Republic of Croatia).

If the customer chooses the payment method of cash on delivery, the sales contract is concluded at the moment of offer acceptance, and the product will be dispatched to the delivery service within 3 business days (excluding Saturdays, Sundays, and holidays) after the conclusion of the sales contract.

\*Note: Delivery times may vary during certain times of the year, such as during periods of high order volumes like Black Friday, Christmas, etc. In such cases, we ask for understanding, and we will additionally inform customers on the website [www.zolli.shop/](http://www.zolli.shop/).

The product will be delivered to the customer within the territory of the Republic of Croatia within 2-5 business days (excluding Saturdays, Sundays, and holidays) from the handover of the product to the delivery service, except for deliveries to Croatian islands. Delivery to Croatian islands is carried out within 10 business days.

Other locations in European Union have standard 3-10 days delivery.

The customer is obliged to request an R1 invoice while filling out the order; subsequent requests for an R1 invoice will not be accepted.

If the payment is made by bank transfer (payment order or internet banking), the customer is obliged to use the payment details received by email from Zolli Circle d.o.o.

The agreed sales price includes all taxes and fees and is expressed in euros.

Please note that the means of payment in the Republic of Croatia is the euro, and the customer pays the cost of currency conversion.

## **Description of the Product Delivery Method**

Zolli Circle d.o.o. delivers orders within the deadlines specified under "Product Price, Payment Method, and Product Delivery." The delivery of products is carried out through General Logistics Systems Croatia d.o.o. (shortened to GLS). Ordered products are delivered to the entrance of the residential building. If it concerns an apartment building, the delivery

service is not obligated to carry the goods to the floor where the customer lives but only to the entrance of the apartment building.

Zolli Circle d.o.o. checks the correctness of the ordered product before each delivery, i.e., the handover of the product.

During the delivery of the package, the delivery service will attempt to deliver the package 3 times. If the package cannot be delivered on the third attempt, it will be returned to the seller's headquarters address.

Customers can change the delivery address through the portal or in conversation with the delivery service driver or decide on the personal collection of the package at parcel terminals.

By signing upon receipt, the customer confirms that they have received the package (or packages) in an undamaged condition. After the customer takes over the package, the delivery service is not responsible for any claims, damages, or reduction of the contents of the received package, except with proof that the damage did not occur after delivery.

Therefore, customers are advised to inspect the shipment in front of the delivery person to avoid subsequent claims due to the possibility of damage to the shipment during delivery.

After the customer has received the package, the delivery service is not responsible for any claims, damages, or reduction of the contents of the received package, except with proof that the damage did not occur after delivery.

### **Delivery Costs**

The delivery costs are fully paid by the customer, unless otherwise specified on the website [www.zolli.shop](http://www.zolli.shop).

Zolli Circle d.o.o. performs deliveries within the Republic of Croatia and the territory of the European Union.

If Zolli Circle d.o.o. is unable to deliver the ordered product, it will notify the customer. The customer can cancel the order or wait until the product becomes available again. If Zolli Circle d.o.o. is unable to deliver the product within the agreed period, it informs the customer, who is then obliged to grant an additional reasonable period for the fulfillment of the sales contract.

If the customer does not take over the product or refuses to accept the product without a valid reason, Zolli Circle d.o.o. reserves the right to claim compensation for handling, transport, and other possible costs. Unclaimed packages are stored for a maximum of 5 days from the notification of pickup, during which the product can be taken over. After that, the contract is considered terminated, and the money paid for the product will be refunded.

### **Material Defects**

Zolli Circle d.o.o. (hereinafter: the seller) is responsible for material defects of the products. A defect exists if:

- the item does not match the description, type, and quality, or lacks functionality and other features as determined by the sales contract,
- the item is not suitable for the purpose for which items of the same type are normally used, taking into account all European Union regulations and regulations of the Republic of Croatia, technical standards, or, in the absence of such technical standards, applicable codes of conduct in a particular area if they exist,
- the item does not correspond to the quality and/or model that the seller made available to the customer before the conclusion of the contract,
- if the item is not delivered in packaging,

- if the item does not correspond to the quantity, or does not have those properties and other features, including those relating to durability, functionality which are usual for items of the same type and which the customer can reasonably expect given the nature of the item and taking into account all public statements made by the seller or other persons in the previous stages of the transaction chain, including the manufacturer, or given on their behalf, especially in advertising or on labeling.

When, after the receipt of the goods by the customer, it turns out that the goods have some defect that could not have been discovered by a regular inspection upon receipt, the customer is obliged, under threat of loss of rights, to notify the seller about this defect within two months from the day when the defect was discovered.

It is presumed that every defect of the goods that appeared within six months from the moment of the transfer of risk (purchase) existed at the time of the risk transfer, unless the seller proves otherwise, or the contrary arises from the nature of the goods or the nature of the defect.

The seller is not liable for defects that appear after the lapse of six months from the handover of the goods. The rights of the customer who timely informed the seller of the existence of a defect expire after the lapse of six months, counting from the day of sending the notification to the seller, unless the customer was prevented from exercising them due to the seller's fraud. The seller is not liable for a minor material defect.

If the existence of a material defect is established, the seller may have one of the following obligations, all in accordance with the provisions of the Obligations Act, at the consumer's choice:

- remedy the defect,
- deliver another product without defects,
- reduce the price.

The customer may terminate the contract only if they have previously given the seller an additional appropriate period to fulfill the contract.

The customer may also terminate the contract without giving an additional period if, after being notified of the defects, the seller has communicated that they will not fulfill the contract, or if it is apparent from the circumstances of the specific case that the seller will not be able to fulfill the contract within the additional period, as well as in the case when the customer cannot achieve the purpose for which they concluded the contract due to the seller's delay.

If the seller does not fulfill the contract within the additional period, the contract is terminated by the law itself, but the customer can maintain it if they immediately declare to the seller that the contract remains in effect.

The seller may refuse to remedy the defect if the repair and replacement are impossible or would cause disproportionate costs considering all circumstances, especially the value of the goods without the defect, the significance of the defect, and whether the repair or replacement can be performed without significant inconvenience to the customer.

When the customer is a legal entity, the rules about material defects prescribed by the Obligations Act apply to them.

#### Notification on the Method of Written Consumer Complaints

In accordance with Article 10 of the Consumer Protection Act, consumers can send their complaints by mail to Zolli Circle d.o.o., Selišće 29, 10000 Zagreb, or by email to [zvonimir@zolli.shop](mailto:zvonimir@zolli.shop).

For Zolli Circle d.o.o. to respond to a written complaint that is not sent by email, consumers are requested to provide accurate information about their name and surname and the address to which the response will be delivered. Zolli Circle d.o.o. is legally required to respond to the consumer's complaint in writing within 15 days from the day of receiving the complaint. In case of a potential dispute, Zolli Circle d.o.o. and the consumer will seek to resolve the dispute amicably, and if that is not possible, the competent court is the Municipal Civil Court in Zagreb, applying Croatian law. Dispute resolution is possible before mediation centers. Consumer disputes can be resolved through the Online Dispute Resolution (ODR) platform of the European Commission.

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

### **Warranty and Service Conditions**

If a certain product has a warranty or is subject to service conditions, this is highlighted in the description of that product. Rights from the warranty list can be used only with the presentation of the warranty list and the invoice, and only during the warranty period.

### **Right to Unilateral Termination of the Contract**

The consumer has the right to unilaterally terminate the contract within 14 days without stating a reason.

The 14-day period starts from the day when the consumer or a third party designated by the consumer, who is not the carrier, takes possession of the goods.

If the consumer orders multiple pieces of products to be delivered separately, or if it concerns goods that are delivered in multiple pieces or shipments, the 14-day period starts from the day when the consumer or a third party designated by the consumer, who is not the carrier, takes possession of the last piece or the last shipment of products.

If the consumer is not informed about the right to terminate the contract, the consumer's right to unilateral termination of the contract expires 12 months after the end of the 14-day period.

If the seller has provided the consumer with a notice of the right to terminate the contract within 12 months, the right to unilateral termination of the contract expires 14 days after the consumer received that notice.

For the consumer to exercise the right to unilateral termination of the contract, they must inform the seller of their decision to unilaterally terminate the contract before the expiration of the 14-day period with an unequivocal statement sent by mail to Zolli Circle d.o.o., Selišće 29, 10000 Zagreb or by email to [zvonimir@zolli.shop](mailto:zvonimir@zolli.shop), in which they will state their name and surname, address, telephone number or email address, and the consumer may, at their discretion, also use the example form for unilateral termination of the contract provided below. The consumer can fill out the form for unilateral termination of the contract electronically.

The seller will without delay deliver a receipt of the statement of unilateral termination of the contract to the consumer, to the physical address or email address. In case of contract termination, each party is obliged to return to the other party what they had received under the contract.

Except when the seller has offered to collect the goods the consumer returns themselves, the seller must refund the payment only after the goods are returned, or after the consumer provides proof that they have sent the goods back to the seller, if the seller had been informed about it before receiving the goods.

The seller is not obliged to refund additional costs resulting from the consumer's explicit choice of a type of transportation that is different from the cheapest standard transportation type offered by the seller.

The seller must make the refund using the same means of payment used by the consumer during the payment, unless the consumer explicitly agrees to a different means of payment, with the assumption that the consumer will not be obliged to pay any additional costs for such a refund.

Unless the seller has offered to collect the goods the consumer returns themselves, the consumer must return the goods without delay and no later than 14 days from the day they notified the seller of their decision to terminate the contract.

It is considered that the consumer has fulfilled their obligation to return the goods on time if they send the goods to the seller's address, Zolli Circle d.o.o., Selišće 29, 10000 Zagreb, before the deadline expires.

All direct costs of returning the product are borne by the buyer. The consumer is responsible for any decrease in the value of the goods resulting from handling the goods beyond what was necessary to establish the nature, characteristics, and functionality of the products.

To determine the nature, characteristics, and functionality of the goods, the consumer can handle and inspect the goods only in a manner that is customary when purchasing goods in the seller's premises. The goods that the customer intends to return within 14 days must not be used or subjected to any other actions that would decrease the value of the goods.

In the case of a decrease in the value of the product resulting from excessive handling of the product, the seller will assess the decrease in value of the product considering the objective criteria of each individual case and will inform the buyer about it.

The right to terminate a sales contract is not permitted in the following cases when:

- the contract for services has been fully performed by the trader, and the performance began with the consumer's explicit prior consent and their acknowledgment that they will lose the right to unilateral termination of the contract from this section if the service is fully performed,
- the subject of the contract is goods or services whose price depends on fluctuations in the financial market that are beyond the trader's control, which may occur during the period of the consumer's right to unilateral termination of the contract,
- the subject of the contract is goods made according to the consumer's specifications or clearly personalized,
- the subject of the contract is sealed goods which are not suitable for return due to health protection or hygiene reasons, if they were unsealed after delivery,
- the subject of the contract is goods which, due to their nature, are inseparably mixed with other items after delivery,
- the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance; if, during such a visit, the trader provides additional services or delivers goods other than those necessarily required for performing the urgent repairs or maintenance, the consumer has the right to unilateral termination of the contract in relation to those additional services or goods,
- the subject of the contract is the delivery of newspapers, periodicals, or magazines, with the exception of subscription contracts for such publications,
- the contract was concluded at a public auction.

When the customer is a legal entity, the section of these Terms of Use titled "Right to Unilateral Termination of the Contract" does not apply. For legal entities, the Obligations Act and the Electronic Commerce Act apply.

[FORM FOR UNILATERAL TERMINATION OF CONTRACT](#)



## **General Information**

Users of the website [www.zolli.shop](http://www.zolli.shop) (hereinafter referred to as the website) are required, before ordering products by clicking on the “Pay” link, to confirm that they are acquainted with the **General Terms and Conditions of Business** and that the order includes an obligation to pay.

If they have additional questions or uncertainties related to the General Terms and Conditions of Business, they can contact the email address [orders@zolli.shop](mailto:orders@zolli.shop).

Users agree not to use the website in a way that harms the authors or third parties and accept all risks associated with using the website and services.

The content of the website is protected by copyright. Alteration, lending, selling, or distributing content is possible only with prior written permission from Zolli Circle d.o.o. Zolli Circle d.o.o. enables the use of the website in the best possible way. This includes monitoring server performance, expanding capacity according to the number of users, supporting users, and addressing any errors and problems in system operation. Zolli Circle d.o.o. does not take responsibility for any issues in the operation of the site and services. Zolli Circle d.o.o. cannot guarantee that the use of the website will be uninterrupted or temporarily unavailable.

Users use the website at their own risk. Zolli Circle d.o.o. is not liable in any way for damage that a user may suffer from using the website [www.zolli.shop](http://www.zolli.shop).

Zolli Circle d.o.o. reserves the right at any time to modify or supplement the General Terms and Conditions of Business. Changes come into effect on the day of their publication on the website [www.zolli.shop](http://www.zolli.shop). The General Terms and Conditions of Business are delivered to the customer by email in PDF format. The General Terms and Conditions of Business that have been delivered to the customer by email in PDF format are binding on the customer.

Zolli Circle d.o.o. reserves the right at any time and without prior notice to change, supplement, or discontinue any part of its business, which includes the website, any part of it, services, subpages, or services provided through them. This right includes, but is not limited to, changes in the availability of content, availability of new data, methods of transmission, as well as rights to access or use the website.

It is the duty and obligation of users to use the website in accordance with positive regulations and general moral and ethical principles. Zolli Circle d.o.o. has the right at any time to control the content of the website to ensure compliance with the General Terms and Conditions of Business and positive regulations.

## **Legal Entities**

When products on the website [www.zolli.shop](http://www.zolli.shop) are ordered by legal entities, they are not considered consumers, and thus, sections of these Terms of Use titled “Material Defect,” “Right to Unilateral Termination of the Contract,” and “Notification on the Method of Written Consumer Complaints” do not apply to them. In such cases, relevant provisions of the Obligations Act and the Electronic Commerce Act apply.

## **General Conditions for Personal Data Protection**

You can find out about the privacy rules that explain how Zolli Circle d.o.o. collects, uses, and manages your personal data found on the website and which are available to Zolli Circle through the use of the website [www.zolli.shop](http://www.zolli.shop) on the Privacy Policy page.

Zolli Circle d.o.o. is committed to protecting and respecting your privacy. Regarding the personal data we collect, Zolli Circle d.o.o. is the "data controller," meaning the entity that determines the purposes for which and the means by which personal data is processed.

Zolli Circle d.o.o., as the service provider of the website [www.zolli.shop](http://www.zolli.shop), advocates for the protection of personal data privacy.

If you wish to contact us regarding your personal data, please use the following contact details:

Zolli Circle d.o.o.  
Selišće 29, 10 000 ZAGREB  
OIB: 09927840313

You can reach the Data Protection Officer at: [zvonimir@zolli.shop](mailto:zvonimir@zolli.shop)

We always treat your personal data as confidential information, which is properly protected by Zolli Circle d.o.o. and/or our trusted partners.

### **Cookies**

To maintain the website and ensure its functionalities are at the expected level, Zolli Circle d.o.o. uses technology known as "cookies." You can read more about cookies in the Cookie Usage Policy.

### **Other Websites**

These rules apply only to the use and handling of data that Zolli Circle d.o.o. collects from visitors to the website, newsletter subscribers, and customers (respondents). Other websites that can be accessed via the website [www.zolli.shop](http://www.zolli.shop) have their own privacy statements and data collection practices, as well as methods of use and disclosure.

Zolli Circle d.o.o. is not responsible for the practices and conditions of third parties.