

## Terms and Conditions

Terms of business of Galgina, Simona Strle s. p. (hereinafter referred to as the "provider") are compiled following the Consumer Protection Act (ZVPot-UPB2), based on the recommendations of the Chamber of Commerce and Industry and international codes for e-commerce. Terms and Conditions determine the functioning of the website [www.galgina.si](http://www.galgina.si), the rights and obligations of the user and the provider, and regulate the business relationship between the provider and the customer.

### Company ID:

- **Name:** Galgina, Simona Strle s. p.
- **Address:** Hrastovec 60, 3320 Velenje, Slovenia
- **VAT number:** 50850946, VAT reverse charge under Article 44 of VAT Directive 2006/112/ES
- **ID number:** 7082550000
- **IBAN:** SI56 6100 0001 3956 610
- **Contact:** [infogalgina@gmail.com](mailto:infogalgina@gmail.com)

### Availability of information (summary of legislation)

The Provider is committed to providing the buyer with the following information before he is bound by the contract or offer:

- company identity (name and registered office, register number),
- contact information that enables the user to communicate quickly and efficiently (e-mail, telephone),
- essential characteristics of goods or services,
- availability of items,
- terms of delivery of items (method, place, and delivery deadline),
- all prices must be clearly and unambiguously set and it must be clearly shown whether they already include taxes and transport costs,
- method of payment and delivery,
- time validity of the offer,
- the period during which it is still possible to withdraw from the contract and the conditions for withdrawal; in addition, if and how much it costs the buyer to return the item,
- an explanation of the complaint procedure, including all details of the contact person or customer service.

### Offer

Products named Galgina, which are published on the site [www.galgina.si](http://www.galgina.si) are part of the production program of the company Galgina, Simona Strle s. p. All products are handmade and made in Slovenia.

### Ordering and purchase process

The buyer and the provider communicate via electronic messages. The provider accepts orders via the e-mail address [infogalgina@gmail.com](mailto:infogalgina@gmail.com).

#### 1. Step: placing an order

The buyer sends the order to the provider via e-mail in which he states the information required for the successful submission of the order, production, and delivery. This information is listed next to each product on the website. The buyer and the provider agree on the details of the order such as type, size, color of the product, quantity, invoice, and delivery information. If the buyer places an inadequate order, the provider invites him to complete the order. If the buyer does not complete the order, the provider does not confirm the order.

## 2. Step: review and order confirmation

The provider reviews the order, checks the availability of the ordered items, and in response confirms the order or rejects it with a reason. In the message, the buyer is informed about the availability of products, price, delivery costs, and production time.

The provider issues a pro forma invoice and places the order in the queue for production. The pro forma invoice is valid for two working days or by agreement. If the buyer does not pay the pro forma invoice by the due date, the order is automatically canceled and the material for production is no longer reserved for the buyer.

The provider can contact the buyer via e-mail or telephone to check the accuracy of the data or to ensure the accuracy of the supply. Provider updates the buyer about the supply of items. If the processing period for the buyer is unacceptable, he shall inform the provider. The provider will remove the item from the order and return any already paid-up funds to the buyer. The provider will supply the rest of the items from the order or cancel the whole order if that is the buyer's choice. The provider does not assume any liability for damage resulting from the longer delivery times or because of the absence of deliveries of items the provider does not have in stock. **The supplier is not responsible for the accuracy of the measurements provided for the production of the ordered products.**

**The distance contract between the provider and the buyer is concluded at the moment when the provider sends an e-mail confirming the order. From this point on, prices, terms, and conditions are fixed and binding on both the buyer and the provider.**

### Order cancelation

**After the order is confirmed and has not yet been paid, the buyer has the option to cancel or change the order until the due date of the proforma invoice via e-mail [infogalgina@gmail.com](mailto:infogalgina@gmail.com).**

### Right to refuse an order

The provider reserves the right to refuse the order. Reasons for rejecting an order may include, but are not exclusively limited to: inability to fulfill the order due to the insufficient stock of material or inability to produce; identified increased payment risk of the buyer; the order fulfilled in violation of the general conditions; buyer's unresponsiveness to email; rejected, uncollected or unpaid shipment from a previous order; obvious errors in the price list. The provider informs the buyer about the rejection of the order or withdrawal from the contract via e-mail or telephone.

## 3. Step: production and dispatching of the order

The provider prepares items within the agreed deadline, dispatches them, and informs the buyer via e-mail. The contract concluded at a distance (order) is available to the customer in electronic form via e-mail. All documentation, including the contract, is kept at the company's headquarters in electronic and/or physical form in compliance with the applicable law.

## **Prices**

Prices expressed in EUR (€) are valid at the time of placing the order and do not have a predetermined validity. Product prices do not include delivery costs and VAT (VAT is not charged based on paragraph 1 of Article 94 of the Value Added Tax Act). Prices are valid in case of payment with the payment methods below, under the conditions below. From the moment the distance contract is concluded, all prices and other conditions are fixed and apply to both the provider and the buyer. The provider reserves the right to unannounced price changes. If the price

of the item changes during the processing of the order, the price is valid when placing the order. In case of incorrect price information, the provider allows the buyer to withdraw from the purchase.

## Payment methods

**The provider accepts the following methods of payment:**

- **by transfer to the bank account of the provider according to the issued pro forma invoice,**
- **by transfer via PayPal by prior arrangement at [infoalgina@gmail.com](mailto:infoalgina@gmail.com),**
- **with cash at various events, fairs, and stalls.**

Payment is possible in a one-time amount. The provider issues an invoice to the buyer on a durable medium or in electronic form (pdf document), with a breakdown of costs and instructions on how to withdraw from the purchase and return the items, if necessary and even possible. The buyer receives an invoice at the same time as the ordered products upon delivery. The buyer is obliged to check the correctness of the invoice details and should notify the provider of any errors within eight days from the date of receipt. Subsequent objections regarding the correctness of the issued invoices are not taken into account.

## Discount and gift certificates

Discounts are clearly stated next to the products (these can be from stock or made to order). Discounts do not add up and cannot be converted into cash payments. If the buyer buys the product before the discount, he is not entitled to additional discounts, even if the same products are discounted. Discounts are valid for a certain period and until the stock is sold out unless otherwise announced. The provider reserves the right to run out of stock of a particular product during the discount period and it is no longer possible to make it.

Gift certificates are issued by the provider for any rounded amounts and can be issued in physical or electronic form. The buyer uses the gift certificate by giving the unique code of the gift certificate to the provider when placing an order. Gift certificates are non-transferable and cannot be exchanged for cash. For purchases that are lower than the value of the gift certificate, the provider does not refund the difference. For purchases in which the amount is higher than the value of the gift voucher, a surcharge is possible. Gift certificates are limited in time and are valid for 6 months from the date of purchase. In the event of theft, loss, destruction, or unauthorized use, the gift certificate is not refundable.

## Shipping and delivery charges

The provider offers domestic and international shipping. The provider charges the delivery costs according to the price list of the delivery service and the buyer gets informed when confirming the order. Delivery costs are added to the value of the purchase. All shipments are dispatched with a tracking number. The buyer is informed of the approximate delivery time and delivery provider when placing the order.

The provider ships domestic and international orders via Slovenia Post by default. If the buyer and the provider agree, or if the provider decides this will provide a much better service, international shipping is also possible through courier services.

If the addressee is not available upon delivery, the consignment will be waiting at the delivery post for 15 days or as long as specified by the addressee's delivery post, then it will be returned to the provider. In the event of re-shipment, the provider charges the buyer all costs associated with the non-acceptance of the shipment and re-shipping. The buyer is obliged to take over the ordered goods, not accepting the goods is not understood as withdrawal from the contract. If the buyer decides to withdraw from the contract after the consignment has been dispatched, he takes it over and returns it to the provider. In case the buyer does not

pick up the consignment and it is returned by the post office, the provider reserves the right to charge handling costs at the price of actual costs.

The provider will make every effort to dispatch the ordered goods as soon as possible. The shipping time/delivery time relies on delivery providers, it (and any delays) is not controlled by the provider and is not included in the production time. No refunds are issued for the exceeded shipping time/delays. The shipment is considered lost if it doesn't arrive in 2 months and refunds for lost shipments are possible only after that period based on the result of the postal inquiry/claim.

The provider is responsible for damage and loss of goods until the moment when the tracking of the shipment shows that the shipment has been delivered. If the tracking of the shipment proves that the delivery was made and the buyer did not receive it, the provider is not responsible. In this case, the buyer must contact the delivery service provider or report the loss or theft of a shipment.

The provider is not responsible for costs caused by the international transfer of shipments (customs fees, taxes, commissions). Any additional costs must be paid by the buyer, as they are incurred under the law in force in the country of destination. The buyer is obliged to inform himself about these costs before placing an order, the provider does not calculate these costs, does not include them in the price, and does not refund them under any circumstances. If the buyer considers he has been charged the wrong costs, he has to appeal to the formal institutions (customs office) of his country.

### **The right to withdraw from the purchase, returns**

The buyer has the right to withdraw from the contract/purchase within 14 days of taking over the goods without giving a reason for his decision. The buyer shall notify the provider about the decision via e-mail at [infogalgina@gmail.com](mailto:infogalgina@gmail.com) or by mail sent to Galgina, Simona Strle s. p., Hrastovec 60, 3320 Velenje, Slovenia. A withdrawal form is not required, as an unambiguous statement by post or email is sufficient.

The only buyer's cost regarding the withdrawal from the purchase is the cost of returning the goods. It is necessary to return the goods to the provider together with a copy of the invoice within the period of 14 days from the communication of the withdrawal. Items must be returned in their original packaging, intact and unaltered unless the items are faulty, lost, or destroyed, their quantity has been reduced and that is not the buyer's fault.

Refund payments will be carried out as soon as possible, or at the latest within the period of 30 days of the received message of withdrawal. The provider can withhold the refund until the items are returned or until the buyer shows proof of shipping them back. A refund shall be enforced on the bank account of the buyer. The return of the received goods within the deadline of withdrawal is considered to be understood as the message of withdrawal from the contract. The provider accepts returns to the following address Galgina, Simona Strle s. p., Hrastovec 60, 3320 Velenje, Slovenia. The provider does not accept payable consignments.

**According to the Consumer Protection Act (ZVPot), the buyer does not have the right to withdraw from the contract if the product was made according to detailed instructions, or tailored to the buyer and his personal needs (made-to-measure). The provider is not responsible for any incorrectly given measurements needed for the production of the items.**

### **Compliance with sales contract**

The provider supplies the buyer with goods that meet the subjective and objective requirements for the conformity of the goods and is responsible for any non-conformities the goods had at the time of delivery.

#### **Subjective requirements for the conformity of the goods**

The goods are in conformity with the sales contract in particular, when applicable:

- correspond to the description, type, quantity and quality and have the functionality, compatibility, interoperability and other characteristics as required in the sales contract;
- it is suitable for a specific purpose for which the buyer needs it and which the buyer informed the provider no later than when concluding the sales contract, and the provider agreed to this;
- is supplied complete with all accessories and instructions, including instructions for installation as specified in the sales contract, and
- is up-to-date as specified in the sales contract.

### Objective requirements for the conformity of goods

The goods must also:

- conform to the purposes for which goods of the same type are normally used, taking into account, when appropriate, other regulations, technical standards or, in the absence of such technical standards, industry codes of practice which are used for each sector;
- be of such quality and correspond to the description of the sample or model that the provider made available to the buyer prior to the conclusion of the sales contract, where applicable;
- be supplied together with such accessories, including packaging, installation instructions or other instructions, which the buyer may reasonably expect to receive, where applicable, and
- be of such quantities and have features and other characteristics, including in relation to durability, functionality, compatibility and safety as is usual for goods of the same type and which the buyer can reasonably expect based on the nature of the goods and taking into account any public statement made in advertising or labeling by or on behalf of the provider or other persons in the preceding links of the contractual chain, including the manufacturer, unless the provider proves that:
  - he was unaware of the public statement and could not reasonably be expected to know about it,
  - the public statement was corrected to the same or comparable before the conclusion of the sales contract the manner in which it was made, or
  - he public statement could not have influenced the decision to purchase the goods.

### Exemption of the provider's responsibility for non-conformity of the goods

The provider is not responsible for the non-conformity of the goods, which is the result of non-fulfillment of the objective requirements for the conformity of the goods, if the supplier has specifically informed the buyer at the time of the conclusion of the sales contract that an individual property of the goods deviates from the objective requirements for conformity, and the buyer has explicitly and separately accepted this deviation at the time of the conclusion sales contract.

### Rights of third parties

When a restriction resulting from a violation of the rights of a third party, in particular intellectual property rights, prevents or limits the use of goods in accordance with Articles 72, 73, 74 and 75 ZVPot-1, the buyer is entitled to warranty claims due to non-conformity of the goods in accordance with ZVPot-1, unless another law stipulates the nullity or annulment of the sales contract due to the violation of the rights of third parties.

### Objective period and prohibition of limitation or exclusion of liability

#### Warranty period

The provider is responsible for any non-conformity of the goods that exists at the time of delivery of the goods and that becomes apparent within two years of the delivery of the goods. If the subject of the sales contract is used goods, the term is one year.

#### Prohibition of limitation or exclusion of liability

With a contractual provision, it is not possible to limit or exclude the provider's liability for non-conformity of the goods, as determined by ZVPot-1. A contractual provision to the contrary is void.

## **Burden of proof**

It is assumed that the non-conformity of the goods already existed at the time of delivery, if it appears within one year of the delivery of the goods, unless the provider proves otherwise or if this assumption is incompatible with the nature of the goods or the nature of the non-conformity.

## **Warranty claims in the event of non-conformity**

In the event of non-conformity of the goods, the buyer, who has informed the provider about the non-conformity of the goods, is entitled, under the conditions below and in the following order, to:

- request the seller to establish the conformity of the goods free of charge;
- requests a reduction of the purchase price in proportion to the non-conformity or withdraws from the sales contract and requests a refund of the amount paid.

The buyer can withhold payment of the remaining part of the purchase price or part of this remaining part of the purchase price until the provider fulfills its obligation. The buyer exercises this right by means of a statement informing the seller of his decision. In any case, the buyer also has the right to demand compensation from the provider for damages, and reimbursement for the costs of materials, spare parts, work, transfer and transportation of goods, which arise as a result of asserting a warranty claim from the first paragraph of Art. 81. ZVPot-1.

## **Establishing conformity**

The buyer can request the supplier to establish the conformity of the goods free of charge within a reasonable period from the moment of notifying him of the non-conformity, which is not longer than 30 days, without significant inconvenience for the buyer, taking into account in particular the nature of the goods and the purpose for which the buyer needs the goods.

The deadline from the previous paragraph can be extended to the shortest time necessary to complete the repair or replacement, but for a maximum of 15 days. The nature and complexity of the goods, the nature and severity of the non-conformity and the effort required to complete the repair or replacement shall be taken into account in determining the extended period. The seller shall inform the buyer about the number of days for the extension of the deadline and the reasons for its extension before the expiry of the deadline from the previous paragraph.

Conformity of the goods is considered to be established free of charge if the provider also bears the payment of the necessary costs incurred in establishing the conformity of the goods, in particular the costs of shipping, transport, labor or materials. In order to establish the conformity of the goods, the buyer can choose between repairing the goods and replacing the goods with new, faultless goods, unless:

- fulfillment of the selected warranty claim is impossible or
- fulfillment of the selected warranty claim represents disproportionate costs for the provider compared to another warranty claim, taking into account all circumstances.

The above-mentioned circumstances are in particular the value that the goods would have if they were not non-conforming, the significance of the non-conformity and the possibility that another warranty claim could be provided to the buyer without significant inconvenience. The provider can reject the consumer's warranty claim for establishing the conformity of the goods if repair and replacement are not possible or if it would cause him disproportionate costs, taking into account all the circumstances, including those from the previous paragraph. When repair or replacement of the goods is necessary to establish compliance, the buyer makes the goods available to the supplier. When the replacement of goods is necessary to establish compliance, the provider takes back the replaced goods at its own expense.

## **Reduction of the purchase price and withdrawal from the sales contract**

The buyer may request a proportional reduction of the purchase price or withdraw from the sales contract in any of the following cases:

- the supplier has not repaired or replaced the goods or, where applicable, has not completed the repair or replacement of the goods in accordance with law, or rejected the consumer's warranty claim for establishing the conformity of the goods in accordance with the sixth paragraph of Article 82 of the ZVPot-1;
- non-compliance exists even though the provider has attempted to establish compliance;
- the nature of the non-conformity is so serious as to justify an immediate proportional reduction of the purchase price or withdrawal from the sales contract, or
- the supplier has declared or it is clear from the circumstances that he will not bring the goods into conformity within a reasonable time or without significant inconvenience to the buyer.

Notwithstanding the preceding paragraph, the buyer may withdraw from the sales contract and request a refund of the amount paid if the non-conformity occurs within less than 30 days of the delivery of the goods.

If the buyer requests a proportional reduction in the purchase price, the reduction in the purchase price is proportional to the reduction in the value of the goods received compared to the value that the goods would have had if they had been compliant. Withdrawal from the sales contract is asserted by the buyer with a statement informing the provider of the decision to withdraw from the sales contract.

When the non-conformity refers only to a part of the goods supplied under the sales contract and there is a reason to withdraw from the sales contract in accordance with the first or second paragraph of Article 83 ZVPot-1, the buyer can withdraw from the sales contract in relation to these goods and which any other goods acquired together with the non-conforming goods, if the supplier cannot reasonably be expected to retain only the goods which are in conformity. When the buyer withdraws from the sales contract, the buyer returns the goods to the provider at the provider's expense. The buyer cannot withdraw from the sales contract if the non-conformity is only insignificant. The provider bears the burden of proof as to whether the non-compliance is insignificant.

#### **Notification of non-conformity and inspection of the goods**

The buyer can exercise his rights in relation to non-conformity if he notifies the provider of the non-conformity within two months from the date on which the non-conformity was established. The buyer shall describe the non-conformity in detail in the notice of non-conformity. The buyer can notify the provider of non-compliance in person, and the provider will issue a certificate of this. The buyer allows the provider to inspect the goods that the buyer claims are non-conforming.

#### **Existence of non-conformity**

If the existence of non-conformity of the goods is disputed, the provider shall inform the buyer of this in writing within eight days of receiving the buyer's warranty claim.

#### **Deadline for refunding the amount paid or part of the purchase price**

When the buyer withdraws from the sales contract, the provider returns the amount paid to the buyer immediately, but no later than eight days after receiving the goods or proof that the buyer has sent the goods back. When, in accordance with the third paragraph of Article 83 ZVPot-1, the buyer requests a proportional reduction of the purchase price, the provider shall return part of the purchase price within eight days of receiving the request for a proportional reduction of the purchase price.

#### **Loss of rights**

The rights from the first paragraph of Article 81 of the ZVPot-1 cease within two years from the day the buyer notified the provider about the non-conformity of the goods.

## Warranty of quality

All Galgina products are made with all care and precision from quality materials. The provider does his best to satisfy the buyer and meet their needs with Galgina's items. If the buyer is not satisfied with the products or believes that they are not as expected, the provider asks the customer to contact him via e-mail at [infogalgina@gmail.com](mailto:infogalgina@gmail.com) so that the customer and the provider can resolve the situation in an agreed manner.

## Personal data protection

The provider undertakes to permanently protect all personal data of the user. The provider keeps the personal data of buyers for an indefinite period: name and surname, e-mail address, contact telephone number, primary address, and delivery addresses, country of residence, time, and archive of communication with the provider. The provider will use personal data exclusively to fulfill the order (delivery purposes, sending information materials, offers, invoices) and other necessary communication. Under no circumstances will the user's data be passed on to third parties.

## Communication and language

The provider will contact buyers through the means of distance communication only when the buyer does not oppose it explicitly. It is possible to conclude a distance contract in the Slovenian or English language.

## Customer reviews

Opinions or user comments and product reviews made by buyers are part of the functionality of the company intended for the user community. Provider reviews all customer opinions and comments before the final publication. The provider will not post opinions or comments that are offensive in any way, or according to the provider, other users and visitors do not benefit. With the submission of an opinion or comment, the customer expressly agrees to the terms of use and allows the provider publication of the part of or the entire text in all of the electronic and other media. The provider has the right to use the content for any purpose and without a time limit which is in the business interest of the provider. The author of the opinion at the same time declares and guarantees that is the owner of the material and moral copyrights for written opinions and comments, and that these rights are non-exclusive and unlimited transfer to the provider.

## Limitation of liability

The provider shall do his best to ensure the correctness of the data which are published on his pages. Despite this, the provider can fail to fix the data on web pages such as properties of the item, date of delivery, or price. In such a case, the provider will notify the customer about the changes and allow him to withdraw from the contract or will offer the replacement of the ordered item. The provider is not responsible for the consequences of product use, the buyer is using all items at his own risk.

Although the provider tries to ensure accurate photos of products, it is necessary to understand all photographs as symbolic. Photos do not provide properties for items. Each item is unique, so there may be minor variations in color or pattern.

The provider has the option of withdrawing from the contract with the customer only if an obvious error is established (Article 46 of the Civil Code). An obvious error is defined as the essential characteristics of the object and all faults that are according to trade convention or the intention of the customers considered decisive, and for which in case of knowledge, the provider would not confirm or conclude the contract. This also includes obvious price errors. The provider reserves the right to change the Terms and Conditions at any time and in any way, for any reason, and without prior notice. The provider does not take responsibility for the non-functioning or closure of the website.



## Copyright

All published content is owned by the company Galgina, Simona Strle s. p. Any copying, quoting, copying, copying, and dissemination is prohibited without the written consent of the company.

## Complaints and disputes

Provider subscribes to the legislation on consumer protection. The provider is trying to comply with his duty to establish an effective system for dealing with complaints and determined a person whom, in case of a problem the buyer can connect with via e-mail. The complaint shall be submitted via the e-mail address [infogalgina@gmail.com](mailto:infogalgina@gmail.com). The complaint process is confidential.

Any disputes that arise between the buyer and the provider, the parties will try to resolve by mutual agreement.

## Out-of-court settlement of consumer disputes

Under the legal norms of the relevant legislation, the provider does not recognize any provider of out-of-court settlement of consumer disputes as competent for resolving consumer disputes that could be initiated by the customer following the applicable Out-of-Court Settlement of Consumer Disputes Act.

Under the legal norms of the relevant legislation, the provider publishes an electronic link to the online consumer dispute resolution platform (SRPS). The platform is available to customers online [here](#).

That regulation derives from the Out-of-Court Settlement of Consumer Disputes Act, Regulation (EU) no. Regulation (EC) No 524/2013 of the European Parliament and the Council on the online settlement of consumer disputes and amending Regulation (EC) No 2016/2004 and Directive 2009/22 / EC.

The Terms and Conditions are valid from the 31st of October 2023.