

GENERAL TERMS AND CONDITIONS FOR DOGOTEKA WEBSITE

Welcome to the website www.dogoteka.si (Dogoteka d.o.o.), hereinafter referred to as Dogoteka.

The website www.dogoteka.si is managed by Dogoteka d.o.o., Golo brdo 3a, 1215 Medvode, Slovenia.

The company is registered in The Court Register of the District Court of Ljubljana, under the registration number 6333362000 and VAT (Tax) number SI35522267. The company is VAT accountable in Slovenia.

The company's basic share capital is 7.500,00 EUR.

Dogoteka's online store Terms and Conditions are in accordance with the Consumer Protection Act, Chamber of commerce (Trgovinska zbornica Slovenije) recommendations and the International Codes for e-business.

The general Terms and conditions govern the operations of this website and of the online store, the user rights and obligations –buyer and provider– Dogoteka.

In the event of a discrepancy between the translation of the General Terms and conditions accepted by the user, the Slovenian language takes president with reference to official meanings and explanations.

Access to this website and its use is governed by these General Terms and Conditions. By entering this website, you acknowledge that you understand and agree with these General Terms and Conditions and that they are legally binding. Dogoteka reserves the right to modify or change these General Terms and Conditions without any further notice.

Every time user places an order he or she is notified and warned about the General Terms and Conditions. Each time user places an order he or she confirms the acknowledgment and acceptance of the conditions.

Content on Dogoteka's website is purely informational in nature therefore, Dogoteka does not accept any responsibility for any possible errors with reference to the content and or the accuracy of the published data, which may have been caused by data inputting errors and or any other possible factors. Dogoteka reserves the right to change the website's content at any time.

Photos do not always represent the actual realism, as photos can be symbolic.

At the time of publishing our website, Dogoteka played a subjective role regarding content and information contained within its website. Therefore, Dogoteka does not accept any responsibility to its commitment in terms of any published results and or any customer satisfaction issues. Furthermore, Dogoteka does not accept any responsibility for its content. Dogoteka and its employees are consequently excluded from any responsibility for claims to any potential damages occurred or associated with the use of Dogoteka's website, its information and or Dogoteka's actual website operations.

Anyone who uses any information and or any material contained in Dogoteka's website, accepts all responsibility for any potential loss, cost or damages of any nature, which could results directly or indirectly from the use of Dogoteka's website.

This website is available in Slovenian, Italian and English language.

1. INTELLECTUAL PROPERTY RIGHTS

The material on this website is available exclusively for informational and promotional purposes: any information, pictures, photos and any other material on this website is and remains the exclusive property of Dogoteka. This means, that any partial and or complete reproduction, distribution, publication, transfer, modification and or sale of any materials on this website

is strictly prohibited. The use of materials within this website is therefore permitted only for personal and non-commercial purposes. Noncompliance with the above constitutes a violation of the Dogoteka's rights.

2. GENERAL TERMS AND CONDITIONS OF ENTERING BLOGOTEKA AND E-NEWS REGISTRATION

Logging into Blogoteka is governed by the General Terms and Conditions for subscribing and receiving e-news and hereunder states the obligations, rights and conditions for using and managing the logged-in user's data.

Blogoteka and e-newsletter registration is available to any person who signs-up at www.dogoteka.si, submits their data, an e-mail and completes the registration. For the purpose of the security of your personal data you will receive an email with a web link. Clicking on web link will confirm your registration on Blogoteka web page and e-news receiving. Your email address will be stored in the database. You will also be asked to choose a personal password to enter into the Blogoteka, which you carefully store.

By registering to blogoteka and to e-newsletter

- You agree with the General Terms and Conditions relating to the registration and e-news subscription from Dogoteka
- You allow Dogoteka to collect, manage, use, store and process your user data and any other user data about you in Dogoteka's user database
- You allow Dogoteka to send you monthly newsletter, inform you about special offers, promotions, novelties and up-to-date news
- You agree that your Blogoteka account and e-news subscription remain active and are automatically updated, until you explicitly request your account closure and deletion of your information from Dogoteka
- You understand that you can demand from Dogoteka to stop using your personal data for direct marketing and delivery of informational material
- Users under the age of 16 years need the consent of their parents or guardians
- registration to e-newsletter is obligatory for obtaining the username for entering Blogoteka (additional contents)
- registration to e-news and Blogoteka is valid for the current calendar year from the date of registration, and it is automatically renewed with a new calendar year, except in the case of cancellation.

Closing your blogoteka account and unsubscribing from e-news / deletion of personal data

The user may cancel his application in writing at any time and request that Dogoteka permanently or temporarily ceases to use his personal data for the purpose of direct marketing.

Dogoteka is obliged to prevent the use of personal data for the purpose of direct marketing within 15 days and inform the individual within five days.

The user can close his/her account and request the deletion of their data from the Dogoteka's database by emailing an application to: info@dogoteka.si. Simply send us an email, incorporating the word CANCELLATION within your email.

After the user's cancellation is confirmed, all user data will be deleted from our database.

3. PERSONAL DATA PROTECTION

The Dogoteka undertakes to respect your privacy. Therefore, any information obtained through web site www.dogoteka.si will be protected in accordance with the applicable legislation governing the protection of personal data.

Protection of Personal Data Law; ZVOP-1 Official Gazette: 86/2004, 113/2005-ZInfP, 51/2007-ZUstS-A, 67/2007, 94/2007-UPB1, General Data Protection Regulation – GDPR; Regulation (EU) 2016/679 European Parliament, Directive (EU) 2016/680 European Parliament).

Your data will be secured against any third party and will only be used for Dogoteka's services.

The storage of personal data

Personal data may only be stored for as long as necessary to achieve the purpose for which they were collected or further processed. The site will store personal data for the current calendar year from the moment of registration, the storage of personal data will be automatically renewed with a new calendar year, except in case of cancellation.

Dogoteka stores your personal data in a digital form, as long as the customer has interest to enter to Blogoteka. After the termination of the need to manage personal data or on the basis of cancellation of the user, the data is deleted. We store personal data in computer form. The data is archived at the address: Dogoteka d.o.o., Golo Brdo 3A, 1215 Medvode.

Authorized Data Protection Person

Responsible person is Ksenija Oseli Donati.

Case of a security incident

In the event of an intrusion into the system, theft or loss of personal data, the Dogoteka is obliged to inform the authorities within 48 hours and individual user within 72 hours.

Useful material

https://www.ip-rs.si/fileadmin/user_upload/Pdf/GDPR/Splosna_uredba_o_varstvu_podatkov-letak_maj2017_v2.pdf

<https://www.varninainternetu.si/>

4. COOKIES

Company Dogoteka d.o.o. uses cookies on its website, which means that user will have to give consent for the registration of cookies by selecting the I agree button.

Cookies are small text files that are downloaded to the user's computer when they visit the site, usually containing:

- the name of the server from which the cookie was sent,
- the duration of the cookie,
- value (unique number).

All categories have a common time-limited duration.

Cookies can therefore perform some important functions, such as: site personalization, improvement of user experience, and similar.

Cookies used

Dogoteka on its website uses the following types of cookies for purposes and duration, as shown in the table:

Name of the cookie	Purpose
PHPSESSID	For optimum display of the website
fvpphomepage	For optimum display of the website
cookieconsent_status	For optimum display of the website
youtube.com	For optimum display of the site youtube.com

Disabling cookies

You can control and modify cookie settings in your web browser. If you agree to the installation of biscuits, select I agree button, if you do not agree, you can choose the button I do not agree. You can always change your choice on this device.

5. GENERAL TERMS AND CONDITIONS OF DOGOTEKA'S ONLINE STORE

Only person of full age can place an order.

A minor needs consent from parents or guardians.

Forming a contract

A contract shall be deemed to take effect at the time when the buyer receives an e-mail purchase confirmation from Dogoteka.

Delivery

Upon placing an order, the buyer chooses the delivery address. In case of cash payment, the recipient of the goods always pays for the goods. Payment on delivery is only possible in Slovenia.

Delivery is carried out via our contractual partners;

- Pošto Slovenije d.o.o.
- DHL d.o.o.

Delivery price in Slovenia:

The cost of delivery is included in the purchase price as a separate item, from the amount of EUR 4,50 and up to the amount of 49,99 EUR. When the purchase price exceeds 50,00 EUR the postage within Slovenia is free of charge.

Delivery price outside Slovenia:

The cost of delivery is included in the purchase price as a separate item, from the amount of 15,00 EUR and up to the amount of 149,99 EUR. When the purchase price exceeds 150,00 EUR the postage is free of charge.

The above conditions apply to the countries of DHL zone 1, 2, 3: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Croatia, Ireland, Italy, Latvia, Lukemburg, Hungary, Malta, Monaco, Germany, Netherlands, Poland, Portugal, Romania, Spain, Sweden, United Kingdom

If your country is not on the above list of countries, the cost of delivery is included in the purchase price as a separate item up to an amount of EUR 299.99.

You can choose between sending DHL economy or DHL express, the program will determine the exact amount of shipping costs, depending on the weight of the package and the shipping address.

When buying over EUR 300.00, shipping is free of charge.

For non-EU countries, a customs clearance procedure may occur. The costs of customs clearance are covered by the buyer.

Shipping and tracking of the package:

Goods tracking is available via the Post Office Operator (Pošta Slovenije) at <https://sledenje.posta.si> and via DHL at <http://www.dhl.si/sl.html>

Your orders will be processed as soon as possible and no later than 2 to 3 working days from the time the order was placed. Your goods will be shipped on the day the order is processed. In case of pro-forma invoice payment, the goods will be shipped when the payment is credited to our account.

If for any reason, Dogoteka cannot dispatch the goods in a timely fashion described above, you will be promptly notified.

Order and availability of products

The availability of the products listed on our website refers to the actual availability at the time the customer completes the order. This availability however, is indicative only because of the possibility whereby customers could be buying items simultaneously. Should this occur, we could potentially sell out an available product before your order is confirmed, thus making a product unavailable to you.

If the ordered goods are out of stock or unavailable for any other reason, we will notify you about such circumstances within 3 business days. In case the unavailable product in question was paid for in advance, we will reimburse the funds in the shortest possible time but no later than within 8 business days.

The Dogoteka does not assume any liability in the event of the 'force majeure' or any unforeseeable circumstances; such as internet errors and any technical interruptions which would result in unprocessed orders, with reference to the time limitations specified in these General Terms and Conditions.

Payment

The following payment methods are available:

- Pro-forma Invoice
- Cash payment on delivery (only in Slovenia)
- Credit Card

Credit Card Payment

You can pay with the following credit cards: Visa and Mastercard. Data transfer is encrypted therefore your credit card data is safe.

Cash payment on delivery

Cash payment is due on the delivery of goods (Slovenia only).

Pro-forma invoice payment

A pro-forma invoice contains all the information you need to complete prepayment: bank account details, our details and our reference number details. After your payment is completed, you can provide your payment notice to; info@dogoteka.si.

Offer validity

Prices are valid at the time of order confirmation. All prices include VAT. Prices can be changed without any prior notice.

Special offers and promotions

Special offers and promotions are valid within their time limitations or until the stock is sold out within the stated period.

Contract termination rights and refund of goods

The consumer has the right to terminate a distance contract (an online purchase) within 14 days without giving any explanations. The cancellation period expires 14 days from the day the consumer received the goods (consumer being in the physical possession of the goods). A consumer shall also be deemed to have received the goods even if the goods were received by a third party on behalf of the consumer.

To terminate the contract, the consumer must inform Dogoteka d.o.o., Golo Brdo 3a, 1215 Medvode, Slovenia in writing or via e-mail: info@dogoteka.si, about his/her decision.

The consumer must provide our company with a copy of the original bill regardless of the chosen cancellation method.

Contract termination effects

In case of the contract termination our company shall reimburse the consumer as soon as possible but no later than 14 days from the date of the contract termination notification. Dogoteka will reimburse the consumer; all received payments, including delivery charges (except any additional costs arising due to the consumer's choice of the delivery type) if this surpasses the most favourable standard delivery used by Dogoteka.

Dogoteka will carry out the reimbursement in the identical manner to the original transaction with reference to the payment method, unless the consumer and Dogoteka agree otherwise.

Dogoteka can hold onto any payments until the goods are back-received.

The consumer shall return the goods without undue delay and no later than 14 days from the day the consumer notified Dogoteka about the contract termination. The time limitations shall be taken into account even if the consumer sent the goods to Dogoteka before the expiry of the 14 day period.

Refund of goods terms

Terms governing restrictions when the contract is terminated:

- The direct costs of returning the goods are borne by the consumer.
- The goods must be returned to the address: Dogoteka d.o.o., Golo brdo 3a, 1215 Medvode, Slovenia.
- The consumer is responsible for any reduced value of the goods due to improper handling of the goods, not strictly necessary for defining its nature, properties and performance.
- The consumer must return the products unopened, undamaged and in the original packaging. The refund option does not apply to products, should the consumer opened a seal after the delivery.

Faulty product

Definition of a fault / The fault is admissible:

- The product does not have the characteristics necessary for its intended normal use.
- The product does not have the features necessary for its particular use; for the buyer buying it, which was known to the seller or should have been known to the seller.
- The product does not possess characteristics and or features that were explicitly or silently stated or agreed upon.
- The provider has delivered a product that does not match a sample or a model, unless the sample or a model was shown only for notification purposes.

Product suitability check

The suitability of the product for normal use, is assessed against the normal goods of the same type by observing seller's declarations about the characteristics of the goods by the seller or the manufacturer. In particular; by advertising, product presentation or any indications on the actual goods.

Asserting the fault

The buyer must notify the provider of any material fault at their own expense within the statutory defined deadline. The notice must contain a precise description of the fault. The buyer must allow time for vendor to review the product. The right to assert a material fault is further defined by the Consumer Protection Act.

Miscellaneous

If Dogoteka is unable to receive the goods due to inability to fulfil the customer's rights in case the contract is terminated and or in case of material fault is being asserted; the collection of the goods becomes the customer's responsibility at the customer's cost. Customer acknowledges and unconditionally accepts, that after 30 days have passed, from Dogoteka's notification to the customer that the goods are available for collection, Dogoteka can destroy the goods.

Conflict solving

Dogoteka strives to resolve any potential disputes amicably, through our best endeavours and in the shortest possible time.

Dogoteka respects the consumer protection legislation. Dogoteka is making best efforts to fulfil its duty to establish an effective complaints handling system. The complaints are to be submitted via our e-mail info@dogoteka.si or in writing to Dogotekad.o.o., Golo brdo 3a, 1215 Medvode, Slovenia.

The complaint process procedure is confidential. If any possible complaints cannot be settled by mutual agreement or with an Out-Of-Court settlement, any disputes will have to be resolved by the court of justice with its jurisdiction in Ljubljana, Slovenia.

Out-of-court settlement of consumer disputes

In accordance with the statutory regulation resulting from the Out-Of-Court law settlement of consumer disputes; Regulation (EU) No. 524/2013 of the European Parliament and of the online dispute Council resolution for consumer disputes and amending Regulation (EC) No. 2016/2004 and Directive 2009/22 / EC. Dogoteka does not recognize any Out-Of-Court settlement provider of consumer disputes as an official actor for Out-Of-Court settlement of consumer disputes, whom the consumer could hire in order to launch a process under the Out-Of-Court Consumer Dispute Resolution Act.

Legal link to the online dispute resolution platform:

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

Dogoteka d.o.o.