**GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE AND ONLINE STORE MAGDIS d.o.o.**

**1. GENERAL TERMS OF USE OF OUR SERVICES (ONLINE STORE)**

**Article 1**

A contract is hereby concluded between:

MAGDIS d.o.o.,

Sveta Nedelja (City of Sveta Nedelja)

Augusta Šenoe 37

MBS: 080076564, OIB: 67546850528,

and

USER

as follows

These general terms and conditions define the contractual relationship between:

a) the user and the company MAGDIS d.o.o., Augusta Šenoe 37, 10431 Sveta Nedjelja, MBS: 080076564, OIB: 67546850528 (hereinafter referred to as "**Magdis**"), in connection with the use and operation of the www.nesesser.com website;

b) the user as a buyer and the company Magdis as the offeror, i.e. seller of the product through the Nessesser online store.

These general terms (SPP as defined below) and conditions apply to all Users of the website. By entering the website, the User confirms that they are familiar with these general terms and conditions and that they agree with them. In the event of any violation of these general terms and conditions, Magdis reserves the right to use all legal means to remedy the breach.

Pursuant to Article 12 below, these General terms and conditions and the information available on the website (STI) shall have the effect of pre-contractual notifications referred to in Article 60 of the STI. of the Consumer Protection Act (OG 19/2022, 59/2023).

**2. DEFINITIONS AND TERMS**

**Article 2**

For the purposes of these Terms, each of the following terms and definitions shall have the following meanings:

|  |  |  |
| --- | --- | --- |
| * **STI**
 |  | means the Magdis website or online store on the www.nesesser.com domain; |
| * **SPP**
 |  | means the general terms and conditions of use of the website [www.nesesser.com](http://www.nesesser.com) , and the sale and purchase of products through STI. The SPP is available and can be stored and reproduced in PDF format by clicking on the link [HERE](http://www.nesesser.com). Magdis has the right, at its sole discretion, to modify the SPP at any time (the modification is evident from the indicated version date). Users are notified of the modification of the SPP by sending an e-mail to the e-mail address specified in the User's account or by means of previous announcements on the Website. Amendments to the SPP shall enter into force immediately upon publication. Any further use of the Website constitutes acceptance of the latest version of the SPP; |
| * **Product**
 |  | means a product that is available for purchase through an STI, whether or not such a product is indicated by its availability, price and other conditions of purchase; |
| * **User**
 |  | means a person who visits or uses an STI, regardless of registering on the Website. In addition, the term User may also include the term Buyer as defined below in these SPP; |
| * **Buyer**
 |  | means a natural or legal person who places an order and makes a purchase of a product through an STI; |
| * **Controller STIs and/or**

**Provider and/or Magdis** |  | means the company MAGDIS d.o.o., Augusta Šenoe 37, 10431 Sveta Nedelja, MBS: 080076564, OIB: 67546850528, registered with the Commercial Court in Zagreb, the amount of share capital HRK 4,960,400.00 / EUR 658,358.22; |
| * **Personal data**
 |  | means data defined by regulations governing the protection of personal data. |

Magdis processes your personal data that it receives from you through the website, i.e. website visitors (Users) using cookies, then the data of the Customers of the online store, the data of registered STI Users and the data of the commentators on the website (STI). More detailed information about what personal data we collect, on what basis and for what purpose we process it, and your rights in relation to personal data can be found in our [Privacy Policies](http://www.nesesser.com)  which applies accordingly in the case of the use of this site and online purchases through it.

**2. USE OF THE WEBSITE**

**Limitation of Liability**

**Article 3**

Your use of the Website (STI) is at your own risk.

The content of the website and the materials contained on the website are provided "as is", without warranty of any kind, express or implied (except in the case of purchase of products through STI).

In no event shall Magdis be liable for any damages whatsoever, including but not limited to any special, punitive, indirect, incidental or any damages whatsoever arising out of or in any connection with:

* with any use or inability to use (occasionally non-functioning) of the STI or any content that can be found there, or that is published on the website or by the User;
* Magdis does not warrant and is not responsible for the accuracy, completeness, timeliness or reliability of any content or data (information);
* for links to third-party websites located on the STI, i.e. for links that redirect the User to third-party websites;
* Magdis has no control over the content of third-party websites (i.e. those that are not STI), services or products available on third-party websites. Magdis shall not be liable for any direct or indirect damage or loss arising as a result of the use of third-party websites. You assume all responsibility if you decide to follow redirects or links leading to third-party websites;
* with the actions of other Users, registered or unregistered;
* with any damage or viruses that may infect your computer, telephone, tablet, equipment or other property by accessing, using or browsing this website or transmitting any material, data, text, images, video or sound from the website. Also, Magdis is not responsible for the loss of the same that may occur through the use of STIs.

**Abuse of the site**

**Article 4**

As a condition of using the website (STI), the User declares and confirms that they will not use it for illegal purposes or purposes prohibited by this SPP. The STI may not be used in any way that would damage, disable, overload or limit the operation of the website or prejudice the use of the website by other Users. It is not allowed to download or attempt to download content or data that is not explicitly available.

**Copyrights**

**Article 5**

The STI is protected by copyright. All rights are reserved. All STI content, including agreements, postings, text, photographs, are the property of Magdis or are used by Magdis under licenses. It is not allowed to reproduce, republish or share the content of the STI without the permission of Magdis or the original copyright owner.

**Use of STI**

**Article 6**

You can use the STI services (use of the website and online shopping) as a registered member of STI or without registration. Registration is not a condition for using the website or making online purchases.

**Registration and user account**

**Article 7**

The user can register to use the services of STI. Natural persons over the age of 18 can register.

In the application for registration, the User submits the following personal data:

* name and surname,
* e-mail address (username),
* mobile phone number,
* address of residence (address, city, zip code, country)
* Gender (optional)
* Date of Birth (optional)

When registering, the User determines the password, and the User can subsequently change it as desired.

Registration means entering and submitting the above data for the purpose of creating a user account (profile) that allows identity verification.

The User's identity is verified by means of a confirmation message that is sent to the User to the provided e-mail address. Registration creates a username (equal to the e-mail address provided) and The user sets the password himself when registering. The password is a secret and the User must not disclose it to third parties. The username and password unambiguously identify the User and link it to the data entered by the User. The User is obliged to ensure that the user name and password are handled by him, i.e. by a person authorized to act on his behalf, and is responsible for orders placed under his username. In case of suspicion of abuse, the User is obliged to immediately notify the provider (Magdis) by e-mail at support@nesesser.com (″Shopping assistance"). Subsequent access to the user account is possible by logging in. Login means that the user account can only be accessed by entering a username and password.

The user is obliged to provide accurate and complete information. The Registered User is obliged to immediately update all changed information in the User Account ("Account Settings").

Subsequent access to the user account is possible by logging in. Login means that one can only enter by entering a username and password.

The User may close the User Account at any time in accordance with the instructions on the Website ("Account Closure") or by submitting a request for deletion of the User Account to the [contact address support@nesesser.com](file:///C%3A/Users/josipasalopek/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/IENPUT3H/support%40nesesser.com). Proof of identity and address must be attached to the written request.

The user account is deleted after confirmation of the closure of the account by Magdis.

The beneficiary can only be an adult and legally capable person. A contract in the name and on behalf of minors and a completely incapacitated person may be concluded by their legal representatives or guardians, and partially capable persons may conclude the contract only with the consent of their legal representative or guardian. Magdis does not bear any responsibility for acting contrary to this provision. A buyer is considered to be any person who orders at least one product on the webshop, fills in the required information and pays for the ordered product. The recipient is the person to whom the product is delivered, and it may be the same or different from the person of the Customer. If the data on the legal entity is entered in the data on the Buyer, then the Buyer is considered a legal person, and the natural person whose data is entered is considered an authorized person of the Buyer.

**3. TERMS AND METHOD OF PURCHASE, PAYMENT AND DELIVERY**

**Price**

**Article 8**

The prices of the Products are either displayed on the STI under the products themselves, or the Buyer receives information about the prices by clicking on the product page or after selecting the Product itself, or after creating a pre-order as described below.

Prices are quoted in euros (EUR) and include value added tax (VAT). Prices do not include shipping costs, but these costs (as well as all other related costs) are detailed to the Customer in the last step before confirming the order of the Product. Prices are valid for online purchases via STI.

Product prices are subject to change at any time without specific prior notice or notice. The price that was displayed at the time the Buyer placed the order is valid for the Buyer.

Magdis takes all reasonable measures to ensure that all stated prices of products are also correct, but unfortunately we cannot completely exclude the possibility that the stated price may be incorrect in exceptional cases. In the event that the price of the product ordered by the Buyer at the time of placing the order was manifestly incorrect and to such an extent that the Buyer could reasonably determine that it was an incorrectly stated price, Magdis reserves the right to notify the Buyer of this circumstance without delay before confirming the order to the Buyer and to The buyer has the opportunity to confirm the order at the correct price or to cancel the order. If the Customer decides to cancel the order, Magdis will issue a full refund to the Customer.

If Magdis organizes special forms of sales (promotions, discounts, etc.), the prices are specially marked and are valid for the entire time they are published on STI. Special forms of sales and promotions are explained in more detail in the Dictionary of Promotions, which you can find HERE.

LOYALTY program

The Magdis LOYALTY program offers benefits to customers who participate in it. How to participate in the Magdis LOYALTY program, the benefits that customers receive and other information about the LOYALTY program can be found HERE.

**Payment methods and moment of concluding the contract for the purchase of the Product**

**Article 9**

The supported payment methods, card schemes, and digital wallets that we can accept are as follows:

* Visa
* Mastercard
* Maestro
* Diners - Discover\*
* Klarna\*
* American Express®
* Payconiq\*
* Cartes Bancaires\*
* Bancomat\*
* Alipay
* PayPal
* Apple Pay
* Google Pay
* Samsung Pay\*

\*The card schemes/payment methods listed above are only supported in the countries listed below, namely:

* Diners - Discover ➜ All countries except Sweden
* Payconiq ➜ Austria, Belgium, Cyprus, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, Netherlands, Portugal, Spain
* Cartes Bancaires ➜ France
* Bancomat ➜ Austria, Belgium, Cyprus, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, Netherlands, Portugal, Spain
* Klarna ➜ Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Netherlands, Poland, Portugal, Romania, Spain, Sweden, United Kingdom
* Samsung Pay ➜ France, Germany, Italy, Sweden, United Kingdom
* a gift card and/or voucher issued by Magdis and under the terms and conditions to be specified for such payment methods
* using the KEKS PAY service
* cash on delivery in the Republic of Croatia

Certain terms of sale indicated with information about certain products, represent Magdis' offer for concluding a contract. The contract for the purchase of selected Products is considered concluded after Magdis has duly received the payment of the full amount of the price and other costs for the Product, i.e. the full payment is visible in the Magdis system.

By accepting the General Terms and Conditions of Sale, the Buyer declares that all the information provided about himself is true and complete, that he is a legally capable, authorized user of the credit card and that there are no known obstacles to ordering and purchasing the product.

**Delivery method**

**Article 10**

The methods of delivery in the territory of the European Union are:

* delivery to the home/specified address carried out by Magdis independently or through contractual partners. In the case of home delivery, transport, postage or possible other costs related to delivery are not included in the price of the product. The cost of delivery may depend on the size, weight and other special features of the products ordered, the circumstance that some products require special treatment, the delivery address (for example, the fee for delivery to islands may be higher than delivery on land).

The Company reserves the right to freely determine the promotional periods in which it will apply reduced shipping fees, to specify that delivery is free of charge during a certain period or that delivery is free if products of a certain minimum value are ordered.

The customer is informed about the amount of delivery costs before confirming the shipment of the order by means of a separate display of the amount of these costs. During the period when special promotions last, delivery can be free for each purchase, which will be specifically stated on the STI.

For delivery outside the territory of the European Union, the Buyer may send the Provider a request for the preparation of an offer for such delivery, including an inquiry about the delivery time and the cost of such delivery.

For products of certain manufacturers, delivery is limited only to the territory of the Republic of Croatia and Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Hungary, Malta, the Netherlands, Germany, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

Products are generally delivered within 3 - 7 working days from the date of receipt of the "order confirmation", except in special cases, of which Magdis will specifically notify the Customer via e-mail (of the estimated delivery time).

Magdis does not take responsibility for damages that may arise due to a longer delivery time.

**More details about delivery**

**Article 11**

Products are delivered to the address specified in the order as the "delivery address". For the delivery of the order to the address, direct access of the delivery vehicle to the place specified on the order must be ensured and the possibility of parking the delivery vehicle in that place must be ensured.

As a rule, deliveries of Products are made in the morning, but this is not a rule and depends on the specific case and conditions of delivery. The Buyer is obliged to pick up the ordered Products at the delivery address at a specific time and on a specific day. In the event that the Customer is unable to pick up the shipment at the time of delivery, re-delivery is required. In the event that the Buyer does not pick up the goods at the agreed time, the Buyer will be charged for re-delivery. The Provider, i.e. its contractual partner for delivery, reserves the right to appropriately verify the identity of the recipient of the Product (Buyer), e.g. by inspecting an identity document. Upon receipt, the Buyer confirms the quantity and quality of the ordered Product with a signature.

If, upon receipt of the shipment, it is determined that the shipment (package) or product is damaged, lacks content or the package shows signs of opening, the Buyer is obliged, immediately upon receipt of the shipment, without delay, to directly initiate a complaint procedure with the courier (GLS Croatia and partners), in the case of delivery by the Provider, via the LINK on the user profile on the www.nesesser.com page.

**Provision of pre-contractual information**

**Article 12**

Prior to concluding the purchase agreement, Magdis informs the User through these General Terms and Conditions and the information available on the web store about:

1. the main characteristics of the product or service,

2. their name and registered office, telephone number and e-mail address,

3. if applicable, the name and registered office of the company in whose name and/or on whose behalf it acts,

4. the address of the place of its business, to which the user may address its complaints, if that place is different from the registered office of the Provider,

5. the retail price of the goods or services, and if the nature of the goods or services does not allow the price to be calculated in advance, the method of calculating the price and, if applicable, other costs of transport, delivery or postal services, or whether these costs may be charged if they cannot reasonably be calculated in advance,

6. the terms of payment, the terms of delivery of goods or the provision of services, the time of delivery of goods

7. the conditions, deadlines and procedure for exercising the right to unilateral termination of the contract as well as the form for unilateral termination of the contract in accordance with the regulations on consumer protection,

8. Form for unilateral termination of the contract,

9. that the user is obliged to bear the costs of returning the goods in the event that he exercises his right to unilateral termination of the contract in accordance with the regulations on consumer protection, i.e. on the costs of returning the goods, in the event that in the case of distance contracts, the goods cannot be returned by post in the usual way due to their nature,

10. that, in the event that he exercises his right to unilateral termination of the contract in accordance with consumer protection regulations, the user will be obliged to pay a reasonable part of the price to the trader in certain cases,

11. the fact that the user cannot exercise the right to unilateral termination of the contract in cases where this right is excluded in accordance with the regulations on consumer protection, i.e. in cases under which the user loses the right to unilateral termination of the contract,

12. the existence of liability for material defects,

13. the services or assistance offered to the user after the sale and the terms and conditions of use of these services or assistance, if provided by the trader, as well as any guarantees issued with the goods or service;

14. mechanisms for out-of-court dispute resolution, i.e. compensation systems, and the manner in which the user can use them.

By registering, the Buyer also confirms that he has read these General Terms and Conditions and that he agrees to them and also confirms that all the information referred to in Article 12 has been made known to him through these General Terms and Conditions and the information available on the web store. Magdis undertakes to deliver the Product only when it confirms this in writing to the Customer. If the product is currently out of stock, the delivery date will be moved until the Provider (Magdis) has the product in stock. The transaction will be carried out upon confirmation of the order.

**Order process**

**Article 13**

Orders and purchases are made in Croatian, English, Italian, German, Slovenian or Spanish (depending on the User's/Customer's choice). Products are selected and ordered from the list of products on the STI. All Products are available while stocks last, but the availability of selected Products is specifically checked and confirmed with each order.

Procedure:

1. "Add to Cart"

The Buyer selects the desired Product by clicking on the "add to cart" icon.

Before concluding the purchase, the Buyer will be redirected to perform the registration, i.e. he is asked to provide the data necessary for the execution of the order, namely:

* address of residence (street, house number, postal code, city, country);
* delivery address (street, house number, postal code, city, country);
* phone number;
* Other data related to the purchase (hereinafter referred to as "**Buyer Data**").

At the same time, the opening of a user profile / registration is not mandatory for ordering and purchasing (the purchase can also be made without a user profile, only by providing the above information).

Prior to the order, a proposal of the order prepared for shipment will be displayed, in such a way that the User is given the opportunity to check the correctness of the entered data, i.e. to identify possible errors and correct or change the data related to the order (quantity and type of Product, information about the Customer, the method and place of delivery and the method of payment).

2. "Confirm order"

By clicking on the "confirm order" icon (order with an obligation to pay), the User declares that he fully understands and agrees with the SPP and that he has the appropriate legal capacity to conclude a purchase contract (i.e. that it is not limited or taken away from him). By clicking on "confirm order", the order is forwarded to the Provider's information system (Magdis).

3. "Order received / order in processing"

After confirming the order, the Buyer receives a notification "confirmation of receipt of the order / order in processing" to the e-mail address provided, i.e. that the order has been successfully sent - received in the information system of the Provider (Magdis). The legal status of a received order is a "pre-order"\* and does not oblige the Provider (Magdis) to provide and/or supply the ordered Products until the Provider (Magdis) confirms the order.

\* Magdis must confirm each pre-order, regardless of the selected Products, i.e. check whether the selected Products are in stock or not. If Magdis is unable to deliver the selected Products, it will contact the Customer either to cancel the order or change the order (notes on the longer waiting period of the selected Products and/or the selection of other, similar products that Magdis has in stock at that time).

The Provider will review the received order within 24 hours of receipt and check the possibility of delivery of the ordered Products and inform the Buyer about the further status of the order and the estimated delivery time (order processing). Received orders are processed within working hours from Monday to Friday from 10:00 to 16:00, in the order of sent orders, i.e. according to the planned time frames for picking up the Products.

The Provider may call the Buyer on his contact telephone number for the purpose of ensuring the accuracy of delivery (e.g., to agree on an appropriate solution if it is not possible to deliver the Product) or for the purpose of verifying the information provided in the order.

In the case of orders that deviate from the average orders or the usual commercial quantities with the Provider (Magdis), the Provider (Magdis) reserves the right to contact the Buyer and request a different payment method from the list of provided means of payment, i.e. to request appropriate payment security.

The Provider (Magdis) can confirm the received order or reject it by stating a reason (e.g. the product is not in stock, the request after the corresponding payment has not been fulfilled due to the entry and publication of a price that is an obvious error, as a result of automated data transmission, etc.). The Provider (Magdis) reserves the right to reject the order if the Buyer has outstanding obligations towards the Provider (Magdis) from previous orders, if it is in dispute with the Provider (Magdis) regarding the purchase through STI, if it abuses the right to unilateral termination of the contract. In case of order rejection, the Buyer receives an "order rejected" notification.

Possible changes to the order placed for the Product (e.g., numbers or sizes, colors, quantities, etc.) The Buyer may request by sending a change request to the support@nesesser.com e-mail address prior to notification of order confirmation (or invoicing).

4. "Order confirmed and prepared for pickup"

In the case of order confirmation, the Buyer receives an "order confirmed" notification. The contract of sale of the ordered Product between the Provider (Magdis) and the Buyer is concluded at the moment when the Provider (Magdis) confirms the order, i.e. sends an e-mail message confirming the order. From that moment on, all prices and other conditions of sale are fixed and apply to the Provider (Magdis) and the Buyer. A purchase made through the STI website is considered a purchase made in accordance with the laws of the Republic of Croatia, without taking into account the rules on conflict of laws.

The contract for the sale of products, i.e. the order sent with confirmation, is stored in electronic form on the provider's server (Magdis) and is available to the Buyer at any time on his user account (profile). The Buyer (unregistered User) can obtain a copy of the order on the basis of a request in which he will provide information regarding the completed order, and send the order to the e-mail address support@nesesser.com. The Provider (Magdis) shall send a copy of the contract to the e-mail address valid at the time of purchase or by post to the Buyer's address provided at the time of purchase. The contract is stored for the period necessary for the storage of such documents in accordance with the legislation or accounting standards of the Republic of Croatia.

For their purchase at STI, the Customer will receive a printed invoice that will be attached to the package.

**The right to unilaterally terminate the purchase contract**

**Article 14**

The Buyer, who is also a consumer, has the option to unilaterally terminate the contract and return the Product without giving a reason within 14 days of receiving the Product, and in accordance with consumer protection regulations, the following instructions are given to him:

1. Calculation of the deadline for unilateral termination of the contract

You can unilaterally terminate the contract within 14 days without giving any reason.

In order to exercise the right to unilateral termination of this Agreement, you must notify us of your decision to unilaterally terminate the Contract before the expiry of the deadline by an unambiguous statement sent by post, fax or e-mail as specified above, in which you will state your name and surname, address, telephone number, fax or e-mail address, and you can also use the attached example of the form for unilateral termination of the contract available HERE.

Confirmation of receipt of the notification of unilateral termination of the contract will be delivered to you, without delay, by e-mail.

The deadline for unilateral termination is 14 days from the day on which the Product that is the subject of the contract was handed over to you or a third party designated by you, who is not the carrier, the Product that is the subject of the contract.

2. Refund of the amount paid

If you unilaterally terminate this Agreement, we will refund the money we have received from you, including delivery costs, without delay, and no later than 14 days from the day we receive your decision to unilaterally terminate the contract, unless you have chosen another type of delivery that is not the cheapest standard delivery offered by us.

The refund will be made in the same way as you made the payment. In the event that you agree to another method of reimbursement of the amount paid, you do not incur any costs in relation to the refund.

We can only issue a refund once the Product has been returned to us or after you provide us with proof that you have sent the Product back to us.

3. Return of products

You can return the product no later than 14 days from the day you sent us your decision to unilaterally terminate the contract.

4. Product Return Costs

The direct cost of returning the product is borne by the Customer.

5. Consumer liability for depreciation of goods

You are responsible for any depreciation of the goods resulting from the handling of the goods, other than that which was necessary to determine the nature, characteristics and functionality of the goods.

The Buyer, who is also a consumer, does not have the right to withdraw from the contract in cases where the security seal on any of the products is not in proper condition (visible damage, major scratches, damaged or glued fastening element to the Product, etc.).

**Restrictions on the return of products (in case of unilateral termination of the contract within 14 days)**

**Article 15**

* The Buyer is obliged to return the Product, which must not be used, damaged or changed quantities. If the subject of the return is a Product that was purchased as a kit, all pieces of the kit must be returned.
* The Buyer cannot and must not use the received Product unhindered until the withdrawal from the contract, but may inspect and test the Product only to the extent necessary to determine the actual condition (nature, properties, functioning of the Product) and as is customary in stores.
* The buyer is liable for the decrease in the value of the goods, if the decrease in value is a consequence of conduct that is not strictly necessary to determine the nature, properties and functioning of the goods. In this case, the Buyer is obliged to pay for the Product in full and is not entitled to return the Product.
* The Buyer is not entitled to return the Product if it is made to order or if any modifications or finishes have been made to it (engravings, personalizations, resizing, etc.).

**Refund of the purchase price in case of purchase of a gift card**

**Article 16**

In the case of purchasing a gift card or service online, the Buyer is entitled to a refund of the purchase price only through the same means of payment that he used. The refund of the purchase price is possible only directly to the Buyer, and will be made within the validity period of the gift card.

**4. PRODUCT LIABILITY**

**Article 17**

The Buyer may complain about the Product directly upon delivery (to the delivery driver) or upon collection at the branch, if the Product does not have the properties that the Provider (Magdis) has expressly guaranteed, if the wrong Products were sent or in the wrong quantity, the wrong colours or those that otherwise deviate from the Buyer's order.

In the event of a complaint, a complaint record is drawn up. The complaint record will record the Buyer's observations and the required right to choose regarding the resolution of the complaint. The buyer has the right to choose a solution, and his request (replacement of goods, credit approval or refund of the purchase price) will be recorded on the complaint record. The complaint record shall be drawn up in two copies, one of which shall be taken over by the Buyer.

In the event of subsequent complaints about the Product, the provisions on material defects from the following articles of these Terms of Use (Article 18) shall primarily apply.

In addition, the Buyer is also entitled to exercise the rights to a warranty claim based on the warranty if it is issued for the purchased Product (Article 19 of these Terms of Use), and the Buyer submits the request for the exercise of warranty rights to the Offeror:

* By e-mail to: support@nesesser.com
* by calling the phone number: 0800 333 666
* by written statement, which shall be sent by post to the address of the Provider MAGDIS d.o.o., Augusta Šenoe 37, 10431 Sveta Nedjelja, Croatia.

In case of justified claims, the Buyer is entitled to a refund of reasonable shipping costs.

**5. MATERIAL DEFECTS**

**Article 18**

The Provider (Magdis) is responsible for material defects in the Product. A material defect exists if: 1) if the Product does not correspond to the description, type, quantity and quality, i.e. it does not have functionality, compatibility, interoperability and other features as determined by the Sales Agreement, 2) if the Product is not suitable for any special purpose for which it is necessary for the Buyer and which the Buyer has informed Magdis about at the latest at the time of concluding the contract and in relation to which Magdis has given consent, 3) if the Product is not supplied with all accessories and instructions, including installation instructions (if any), as specified in the sales contract, 4) if the Product is not suitable for use for the purposes for which the Product of the same type would normally be used, taking into account all regulations of the European Union and the regulations of the Republic of Croatia, technical standards or, if there are no such technical standards, applicable codes of conduct in a particular area, if any, 5) if the Product does not correspond to the quality and description of the sample or model made available by the Seller to the Buyer prior to entering into the contract, 6) if the Product is not supplied with accessories, including packaging, installation instructions or other instructions, which the Buyer can reasonably expect to receive and other such as is applicable in accordance with the applicable regulations on material defects.

The suitability of the Product for normal use is verified in relation to common goods of the same type and taking into account the Provider’s (Magdis's) statements about the characteristics of the Product, which the Offeror or the Manufacturer has stated during advertising, presentation of the Product or in the indications on the Product.

If the Product has a defect, the Buyer is obliged, without delay, and no later than two months from the date of noticing the defect, to notify the Provider (Magdis) in writing of the defect, to describe it in detail and to enable the Provider (Magdis) to inspect the Product. To report a defect, you can fill out the form HERE.

The buyer can report the defect through the profile through the Complaints and Returns form. In the case of sending the product by mail, the shipping costs are borne by the Buyer. If the defect is founded, in addition to the purchase price, the Buyer will also be refunded the shipping costs. The Provider shall respond to the Buyer on the resolution of the request in writing within 30 days of receipt of the Product at the branch. Due to the specificity of the Product and the possible need to send the Product to the supplier, this period may be longer, but not longer than the statutory deadline for resolving complaints. To report the existence of a material defect, fill out the form HERE.

The Provider's liability for material defects does not exist in cases that fall outside the sphere of the Buyer (i.e. a third party), and in particular when they arise due to improper use, mechanical damage or unauthorized interventions (e.g. repairs) and if at the time of concluding the contract the defects were known to the Buyer or could not remain unknown to him.

The relationship of the contracting parties in relation to material defects is regulated by the provisions of the Civil Obligations Act and/or the Consumer Protection Act.

**6. PRODUCT DOWNLOAD**

**Article 19**

The Buyer is obliged to pick up the Products at the delivery address or at the branch office within 7 days of receiving the notification for the Products that he has returned to the Provider due to the exercise of the right to complaint, material defects or warranty.

**8. INDEMNIFICATION**

**Article 20**

Due to the nature of the business, the offer of Products through STI is frequently and quickly updated and changed. The Provider endeavours to provide clear and thorough information for the presentation of the basic features (properties) of the Product for sale that it receives from the Supplier, which is why the Provider is not responsible for possible errors (inaccuracies, incompleteness) in the data and for possible damage resulting from them. Also, it reserves the right to change information without special prior warning.

The images (photographs) of the Products that are published in the STI are symbolic. Possible differences between the image and the actual product (colour deviations, etc.) do not affect the specification of the Product itself.

The Provider undertakes to provide accurate information on the price of the Product. In the event that the price of the product changes between sending or placing the order and receiving or confirming the order in the Provider's information system, the Buyer (regardless of whether he is a consumer) is allowed to unilaterally terminate the contract (purchase) under the conditions set out in Article 14 of the SPP.

The tenderer is not responsible for occasional non-functioning of the STI.

In the case of delivery outside the Republic of Croatia, the Provider does not assume responsibility for the compliance of the product with the technical and/or safety requirements and regulations of the country in which the specified delivery address is located. In such a case, the provider also does not ensure that the user manual or other documentation related to the purchased product is possible in the language of the customer.

**9. FINAL PROVISIONS**

**Customer Assistance and Complaint Procedure**

**Article 21**

Contacts for technical support, possible questions, complaints, complaints or other requests:

• e-mail: support@nesesser.com for complaints or objections, info@nesesser.com for other information, possible questions or other requests;

• address MAGDIS d.o.o., Augusta Šenoe 37, 10431 Sveta Nedjelja, Croatia.

* phone: 0800 333 666

The Provider will confirm the receipt of the User's complaint in writing without delay, and will respond to the complaint within 15 days from the date of receipt of the complaint, and in that response it will be clearly stated whether the complaint is considered justified or not.

**Dispute Resolution and Applicable Law**

**Article 22**

As an online store provider in the Republic of Croatia, we publish an electronic link to the platform for online dispute resolution of consumer disputes (platform for ORS), which is available at the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HR> .

If the Buyer and Magdis as the seller reach an agreement to resolve through the said platform, any dispute may be forwarded to the appropriate body for alternative consumer dispute resolution.

All disputes related to the use of the website, i.e. the purchase of products through STI, the Provider and the Buyer undertake to resolve amicably. If this is not possible, disputes will be resolved by the court with jurisdiction in Zagreb.

The SPP shall be governed by and construed in accordance with the laws of the Republic of Croatia, regardless of its conflict of law provisions.

**Other provisions**

**Article 23**

The SPP in question represents the entire agreement between Magdis and the User regarding the use of the website, i.e. the purchase of items through STI, and Magdis reserves the right to change these General Terms and Conditions at any time.

Should any provision of these Terms be or become invalid, this shall not affect the validity of the other provisions of the Terms. In this case, it will be considered that the agreed provision is the provision permitted by law that is closest in its economic significance to the invalid provision.

The User may not transfer the rights and obligations under this SPP to a third party (including the transfer of the User Account) without the prior written permission of Magdis.

Any amendment to these Terms and Conditions will be made and publicly published on the Magdis website and communicated in accordance with the provisions of these Terms and Conditions.

The SPP was published on www.nesesser.com, and is valid from 15.04.2024. onwards.