

PRE-CONTRACT NOTICE

Pursuant to article 57, paragraph 1 of the Consumer Protection Act (Official gazette No 4114 and 11015), establishes the manner in which the Seller, before the Purchaser enters a Distance Contract, namely, a distance contract or the Seller is bound to inform the Consumer by means of an adequate offer which establishes in a clear and an unambiguous manner the details contained in the Pre-Contract Notice.

Prior to ordering a product by means of distance purchasing, the Purchaser will be informed immediately about the details and information set down in article 57, paragraph 1 and in relation to article 66, paragraph 2 of the Consumer Protection Act.

If the Purchaser submits their Order, after they have read and understood the offer as well as the Pre-Contract Notice, a Purchase Contract shall be deemed concluded. By confirming the purchase order, the Purchaser becomes liable for paying under the terms contained in the Offer if the goods or a service is available.

Due to the limitations in delivery, one Purchaser can make only one order in one day ordering a maximum of 10 available products.

Main features of the goods

Borovo plc has been a commercial company with a tradition in manufacturing and trading footwear for more than 88 years. The Purchaser can find out about the main features of the goods searching for the offered items intended for Borovo Online Shopping.

Name seat, telephones, email address

- Borovo d.d. , Dr.Ante Starčevića 2/D, 32000 Vukovar
- + 385 (0) 32 422 600
- info@borovo.hr

Borovo plc. Vukovar acts on its own behalf by means of selling through Borovo Online Shopping

Retail prices of the items are shown on the pages of Borovo Online Shopping, indicated in kuna (HRK) and euros (EUR) with VAT included.

The prices in other currencies are only of information character.

Delivery costs shall be determined on occasion of ordering and are dependent on the purchase value and destination. Delivery costs are calculated automatically on purchasing an item and an invoice is issued indicating the retail price of the item and a delivery cost.

The Purchaser pays the relevant delivery costs, the charges by banks, FINA, Post, etc.

Borovo reserves the right of making a mistake when providing the description or the photograph of a product as well as the advertisement of a product. The Purchaser's complaint and claim rights, as well as the right of returning items, are contained in the Business Terms and Conditions.

When concluding a contract, the use of Borovo Online Shopping webpage is free of charge.

Terms of Payment

The payment of a product can be made in one of the following methods:

1. Payments in the Republic of Croatia and Abroad

- 1.1) General Payment Slip. The products for which a contract has been concluded can be paid for by means of general payment slip at the offices of all banks, Fina or the Post. After an Order Confirmation, Borovo shall communicate all payment details required for the payment with general payment slip as electronic mail. All details should be written incorrectly and the payment made in due time. (Sample of payment slip).

Payments with a general payment slip are valid only for payments in the Republic of Croatia.

- 2.2) Internet banking. The products for which a contract has been concluded can be paid for by means of Internet banking at the banks that provide for such payment method. After an Order Confirmation, Borovo shall communicate by means of electronic mail all payment details required for exercising the payment.

- 2.3) Banknotes and Coins- Cash on Delivery: COD (shipping costs charged). On the occasion of taking over the shipment, the shipper shall be paid the full amount indicated in the invoice including the delivery costs increased by HRK 9.90 (HRK 9.90 is the handling fee).

Payment method by banknotes and coins – COD (shipping costs charged) is valid only for payments in the Republic of Croatia.

Delivery

Delivery time in the Republic of Croatia regarding the available items in stock is maximally 7 days as of completing an order, namely payment.

The delivery time for the items to be delivered outside the Republic of Croatia is up to 10 weekdays.

In case of any changes in the delivery time or any other important circumstances concerning delivery, the Purchaser shall be notified by our User Service before long.

The days when the Post Office does not work are not deemed weekdays (Sundays and Bank Holidays).

The Purchaser must check up the conditions of the delivered items immediately upon the receipt and if any visible defects/damages on the packaging, or the items are detected, they should ask from the shipper to make a written statement on the detected and established conditions.

The Purchaser is not liable to take over the items delivered in faulty packaging.

Settlement of Complaints and Claims

Purchasers can make their claims as a written complaint as electronic mail, regular mail or telephone to:

- reklamacije@borovo.hr
- Borovo d.d., Dr Ante Starčevića 2D, 32 010 Vukovar;
- 00 385 32 422 604

In line with EC Directive No. 524/2013, online traders are liable for taking part in online shopping to ensure on their website an electronic link with a platform for the settlement of disputes with consumers. The Purchaser can have access to the Consumer Dispute Settlement Platform on the Internet through the following link:

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

One-party Contract Termination Rights

The Purchaser can terminate a Contract within 14 (fourteen) days without specifying the reasons why.

In order to be eligible for terminating a Contract, the Purchaser must notify Borovo about his/her decision to terminate a contract prior to expiry date by unambiguous notice to be sent by regular post to Borovo d.d., Dr Ante Starčevića 2D, 32 010 Vukovar or as an electronic mail to reklamacije@borovo.hr, in which they will specify their name and surname, address, telephone number, or the email address, or he/she can use the said Contract Termination Form.

You can find the Form here and it can be filled in and sent electronically. In that case, Borovo shall submit an email regarding the confirmation of the receipt of the One-party Contract Termination with no delay.

The deadline for One-party Contract Termination is 14 (fourteen) days as of the day of being in receipt of the item by the Purchaser or a third party nominated by the Purchaser but not the Shipper, namely, in case of service as of the day of the Contract entering into force.

The Purchaser is liable to hand over the item or return it to the sender's address with no unreasonable delay, in any case within 14 (fourteen) days at the latest after he/she sent to Borovo his/her decision to terminate the Contract. **The cash-on-delivery (COD) shipments are not approved.**

If the Purchaser terminates the Contract, he/she is entitled to a refund equal to the value that he/she paid in compliance with the contract. The refund of the paid amount shall be made in the same payment method used by the Purchaser. If the Purchaser approves other kinds of refunds, he/she will incur no costs associated with the refund. Borovo must make the refund only after it is in receipt of the returned items or the proof that the Purchaser has sent the item back to Borovo if Borovo has been notified about the same prior to the receipt of the item.

The Purchaser is liable for any decrease in the value of the item being the consequence of handling the item, apart from the one needed to determine the nature, characteristics and functionality of the item. In case of any damages to the original packaging, the amount of the refund shall be reduced by the percentage equal to the value of the item. The Purchaser shall be notified about the same.

The Costs of Return

If the Purchaser exercises his/her right to One-party Contract Termination, he/she is liable to pay the costs incurred with the return directly.

Responsibility Regarding Material Defects

Borovo is liable for material defects in the purchased items (complaints) pursuant to the governing regulations (Consumer Protection Act – Official Gazette N° 41/2014, 110/2015 and Civil Obligations Act – Official gazette N° 35/05, 41/08, 125/11 and 78/15).

Complaints shall be deemed valid only on furnishing the invoice as the only proof of sale. Credit and debit card slips and similar receipts cannot replace the invoice. Without invoices, no complaints are possible.

If the complaint is reasonable, the Purchaser has the possibility of having the items exchanged in a reasonable time, or have the defects to the faulty item eliminated or the price of the item reduced. If the faulty item cannot be exchanged or repaired in a reasonable period of time, it is possible to terminate the contract and have a refund.

The items that the Purchaser has tried to repair or mend as well as the items damaged due to incorrect use cannot be the subject of a complaint.

Notifications in case of a dispute whether a complaint or the manner in which an item is returned is justified or not.

The item must be unused, its quantity unchanged and in the original packaging with the original invoice furnished.

Borovo shall collect the items being the subject of complaints, faulty items, defective items or wrongly delivered items and bear the costs of shipping if it is established that the complaint is filed on reasonable grounds and that the Purchaser did not cause the incorrectness, the damage or any other defect in the delivered items. In case of a successful complaint and in due course set down in the Civil Obligations Act, the costs of returns or replacement of the faulty with the new item shall be borne by Borovo in full. To report material defects in the goods, contact us at:

- reklamacije@borovo.hr
- Borovo d.d., Dr Ante Starčevića 2D, 32 010 Vukovar
- fax: 00 385 32 422 604

To avoid the burden of unnecessary costs and simple complaint procedure settlement regarding the faulty, damaged or items delivered incorrectly, Borovo offers to its purchasers the possibility of making returns in all of its retail shops in the Republic of Croatia.

By placing his/her order, the Purchaser accepts the Terms of Sale and Pre-Contract Notice.

Borovo reserves the right to change these terms and regulations without prior notification.

The Terms of Sale and Pre-Contract Notice are in harmony with the governing law in the Republic of Croatia. In case of a possible dispute, the Seller and the Purchaser shall settle the dispute in an amicable way, and if they fail to do so, the dispute shall be settled before the court with actual and local jurisdiction in the Republic of Croatia.