## **GENERAL TERMS OF SALE**

The general conditions of sale for the HEl'AN online store (https://heianofficial.com) govern the business and contractual relationship between the HEl'AN online store and visitors to the online store or buyers. They are compiled in accordance with the Consumer Protection Act, the Electronic Communications Act and the Personal Data Protection Act. The HEl'AN online store (hereinafter the online store) is owned and managed by the company Hei'An, glazebena agencija, doo, Marezige 19b, 6273 Marezige, Slovenia, tax number: SI35750723 I (in these general conditions also referred to as "HEl" AN'). You can find more about the company and its business card at the following link <a href="https://heianofficial.com/#contact">https://heianofficial.com/#contact</a>.

All orders, purchases and other services ordered through the online store are exclusively subject to the subject General Terms and Conditions for the HEl'AN online store (hereinafter also "general terms and conditions").

You can select, print and save the general conditions for the online store as a PDF at any time. They are located at the bottom of the site.

## Help for users - contacts

If you need general information about online orders, online delivery or returns, and about using the website, you can contact our staff:

Email address: info@heianofficial.com

#### **Prices**

All product prices in the online store are listed in euros (EUR) and include value added tax (VAT). The prices shown on the website https://heianofficial.com are subject to change without notice. The price that binds the buyer is the price that applies at the time of placing the order.

Prices are valid at the time of placing the order and do not have a predetermined validity. In the event that the price of the item changes during the processing of the order, the provider undertakes to try to find a solution to the satisfaction of both parties. Otherwise, the provider will allow the customer to withdraw from the purchase.

## **Application or registration**

You can buy products in the online store as a guest (without a user account) or as a registered customer (with a user account), both hereinafter referred to as "customer". Both registered customers and online store guests must check the box for agreeing to the general business conditions and the box for agreeing to the processing of personal data in order to make a successful purchase. It concerns the processing of personal data for the purposes of providing services within the online store. To make a purchase in the online store, the customer must enter: first name, last name, address, city, postal code, country, email address and contact phone number. These data are necessary for the execution of the order. The customer must be at least eighteen years old to purchase.

Unregistered customers cannot take advantage of the advantages offered by registration on the website, such as:

- easy re-ordering without re-entering data
- possibility to review the status of open orders
- the possibility of viewing the archive of purchases and orders
- redemption of gift vouchers

- redemption of credits due to refund
- payment according to the offer and issuing an invoice to the company
- deferred payment
- faster resolution of complaints
- faster exchange of goods (within contractual rights)
- changing the delivery address

The customer is responsible for keeping the username and password safe. In case of suspicion that the security of his user account is compromised, the customer is obliged to change his password immediately. By entering his data during registration, the customer guarantees that the data entered is correct.

# Orders - purchase process

On the online store, a visitor can find the desired product in several ways:

- the product can be found using the navigation menu. Place the mouse cursor on the desired category in the menu and select the desired subcategory;
- the product can also be searched using the search bar. Enter the name or keyword of the desired product in the box.

A subpage with products of the selected subcategory is then opened to the visitor. On the left side of the screen there is a filter of specific product attributes for easier searching. It is possible to preview the product - the product image is displayed (when moving the cursor over the image, the icons for quickly adding the product to the basket, the product name and the price are displayed. When clicking on the product image or name, the visitor opens the product subpage, where we find:

- product images (click on the image to enlarge it). It is also indicated if the product is new and/or exposed or has a discount.
- the name of the product and a link to the section where we can write an opinion about the product.
  - product price may vary depending on the selected product variant
  - information about the stock of the product (if the product is not in stock, it is possible to send an inquiry by pressing "Call for price".)
  - all product variants that are available
  - various options: product sharing (e-mail, social networks), product details, opinions of other customers.

On the right side there are boxes where you can enter the desired quantity of products. The visitor adds the product or products to the cart by clicking the "add to cart" button at the bottom of the section. When the visitor adds a product to the cart, a window with a preview of the cart appears. Thus, if the visitor wishes, he can immediately complete the purchase by clicking on "Checkout". If the visitor selects the option "Inspect the basket", he will be redirected to the page leading to the overview of the basket and the completion of the purchase. There, the customer can edit the basket (change the quantity and/or possibly remove products). After each quantity change, you must press the "update shopping cart" button. Any discount code is entered by the visitor in the field intended for this, and the code is confirmed by pressing "Apply discount".

If the visitor wants to completely empty the shopping cart, he should click on "Clear shopping cart", if he wants to add another product, he should choose "Continue shopping". In the same place, there is also a link to complete the order - "Proceed to payment", where the customer enters his personal data for the order. Missing or incorrect content is displayed with a red frame and a correction warning. The delivery method is also selected here.

Clicking on the "Next" button leads the visitor to choose the payment method:

- payment with the PayPal service (click on the blue button with the inscription "Pay with PayPal",
  a window will appear where you need to enter the username and password of the PayPal account);
- with cash on delivery;
- by bank transfer or payment by advance invoice (after completing the order, the buyer receives an order confirmation and payment information via e-mail. Under the reference, the buyer enters the order number. The order must be paid for no later than three (3) days after receiving the e-mail with payment information. Otherwise, Hei'An doo canceled the customer's order. The deadline for preparing the order starts when Hei'An doo receives the transfer to the current account.)
- payment by direct debit to a credit card (Visa, MasterCard, Maestro, AmericanExpress);

Shopping with payment cards on the online store of Hei'An doo is completely safe. Measures are provided that comply with national and European legislation governing payment services. The measures are aimed at reducing fraud in online payments.

During the entire process of completing the order, the buyer can see the "order summary", which lists the products in the basket and the corresponding quantities, the total value of the order, and is also able to change the delivery address and delivery method.

The buyer completes his order by clicking the "Submit order" button. When the buyer confirms the order, a notification is displayed about the successful completion of the purchase, after which he receives details about the order or confirmation of order receipt.

This is followed by the inspection and preparation of the order by the company Hei'An doo. The sales contract between Hei'An and the customer is concluded when the customer receives an email with the notification "Your order is ready to be shipped". Confirmed order or the sales contract is stored electronically on the server of Hei'An doo. The buyer can request a copy of the contract by sending a request by email to info@heianofficial.com.

The customer is bound by the general conditions that are valid at the time of placing the online order or purchase. By placing an order, the buyer confirms his familiarity with the general terms and conditions.

## Method and cost of delivery

The company Hei'An doo strives for the fastest possible delivery of ordered goods in the territory of the Republic of Slovenia.

- Delivery is carried out in cooperation with Pošta Slovenije.
- If the exact delivery date is selected, HEl'AN ships the order 1 day before the selected delivery date and sends the customer a shipping notification, Pošta Slovenije delivers most packages on the next working day after the shipping notification. In the case of choosing delivery on the selected day, the cost of delivery increases (even if the package meets the conditions of free delivery).
- In the case of choosing the method of payment by bank transfer to the account of Hei'An doo (according to the offer/prospective invoice), the delivery may be delayed, as the order will continue in the processing process after receiving the payment according to the offer/prospective invoice.
- HEI'AN reserves the right to divide the order into several shipments due to different delivery dates of the items in the order. We will ship items that are in stock immediately, and others as

they become available. If you decide on a partial delivery, we will charge you the delivery cost for each shipment separately.

- You can collect the shipment in person or have an authorized representative, legal representative or guardian collect it on your behalf.
- If you are not at the specified address at the time of delivery, Pošta Slovenije will send you a message with instructions on where you can pick up the package or who can you contact to have the package redelivered to you.
- You will receive the invoice for your order within 24 hours to the e-mail address with which you submitted the online order.

The delivery deadline is indicated for each individual product separately and begins the next working day after the order is confirmed. Saturdays, Sundays and holidays are not included in the delivery time. The company Hei'An doo reserves the right to deliver partial shipments.

In the event that the company Hei'An d.o.o. due to unforeseen circumstances (extraordinary weather conditions, delays in postal services, delays due to the consequences of the infectious disease Covid-19, etc.) will not be able to deliver the ordered products within the estimated delivery time, the customer will be notified via email or phone and offered him a new delivery date. In this case, the buyer has the right to withdraw from the contract free of charge.

#### Discount code

Discount codes are limited in time and bring various benefits. They are published in various advertising messages, in advertising emails, social networks and other media.

Codes can be tied to a specific product or to the entire purchase. When the code is linked to a specific product, it is necessary to enter each code separately in the "discount code" field and confirm it. Calculated discounts are deducted from the final amount of the purchase. Only one code for the same product can be redeemed per purchase.

The code cannot be exchanged for cash.

#### Shipment collection and suggested steps

When accepting the shipment, we suggest that the buyer take the following steps:

- the buyer should check that the shipment is not damaged
- the buyer should verify that he has received the product he ordered
- the buyer should carefully open the packaging and keep it in an unaltered state, while not discarding the labels and protections, until he is absolutely sure that he will keep the product.

If the buyer finds that the received shipment is damaged, he must initiate a complaint procedure. Within 30 days of receiving the goods, he brings the product to the post office or makes arrangements with the local postal unit to collect the product at home and, together with the postal employee, make a record of the damaged shipment. For a faster solution, please send a copy of the minutes to info@heianofficial.com. The company Hei'An doo handles the further handling of the damaged shipment, and the customer is sent a new undamaged product or the purchase price is refunded.

If the buyer finds that the product received is not the product he ordered, he should not open the packaging, but should contact the company Hei'An doo at the email addressinfo@heianofficial.com, where they will take over the further resolution of the problem.

## Treatment of damaged shipments (compensation)

If, upon receiving the shipment, you noticed that the item or shipment is physically damaged, its contents are missing, or it shows signs of being opened, you can file a compensation procedure with the Post Office of Slovenia. You do this by bringing the shipment (packaging + contents) to the post office as soon as you notice the damage or looted shipment, no later than within 30 days of receiving the shipment. Please note at the post office that it is necessary to fill out the Record of Damaged Shipment, which you must also sign. After receiving all the necessary documentation, a claim for compensation is submitted to Pošta Slovenije. The request at Pošta Slovenije is processed by a commission and based on the answer or approval, the purchase price is refunded or a new item is ordered. Together with Pošta Slovenije, we will ensure that the compensation is resolved in the shortest possible time.

If the package was delivered to you by DPD and you find that the item or physical shipment is damaged, missing contents or showing signs of being opened, you can file a claim for compensation. Damage must be reported within 7 calendar days from the date of receipt of the package to the e-mail addressinfo@heianofficial.com. When reporting damage, we will also need photos of the package, packaging (inner and outer), damaged items, labels and a description of the damage. You can also arrange with the clerk to pick up the damaged package at your address.

# Withdrawal from the contract - return of goods

In the case of contracts concluded through the online store, the buyer has the right to inform Hei'An doo within 14 days that he is withdrawing from the contract (it is not necessary to state the reasons). The above applies exclusively to natural persons who acquire goods for purposes outside of their business activity. The only cost charged to the consumer in connection with withdrawal from the contract is the direct cost of returning the goods (which, in the case of shipping, is charged according to the price list of the delivery service and depends on whether it is a shipment/package/cargo).

The buyer does not have the right to withdraw from contracts for goods:

- which was produced according to the exact instructions of the consumer (adapted to his personal needs),
- which due to its nature is not suitable for refund,
- which has visible traces of use or assembly of the product (dust, hair, scratches, stains, dirt hygiene violations).
- which is returned inseparably and mixed with other items.

If the buyer has already received the goods and withdraws from the contract, he must return the goods undamaged and in the same quantity to the company within 14 days of the company's notification of his withdrawal. Goods or the buyer should return the product in the original, undamaged packaging to avoid a reduction in the refund. The buyer should also include a copy of the original invoice and any other related documentation when returning the item. The product packaging must be undamaged.

The buyer is responsible for the decrease in the value of the product, if the decrease in value is the result of conduct that is not absolutely necessary to determine the nature, properties and functioning of the goods.

Hei'An doo will refund payments no later than 14 days after receiving the withdrawal from the contract. The company Hei'An doo reserves the right to withhold the refund of the received payments until the returned goods are accepted or until you provide proof that you sent the goods back. The company will return the received purchase price with the same means of payment that the buyer used at the time of purchase, unless he specifically requested the use of a different means of payment. In the case of cash on delivery, the company will transfer the money to the buyer's transaction account.

The deadline for exercising the right to withdraw from the contract runs from the day the buyer accepted the goods for the supply of goods, and for the provision of services from the day the contract was concluded or from the day the company fulfilled this obligation.

The customer withdraws from the contract by sending an unequivocal statement of withdrawal from the contract via e-mail to<u>info@heianofficial.com</u>. It is considered that the buyer has submitted a withdrawal statement in time if it is sent within the deadline set for withdrawal from the contract.

## Warranty

The buyer can claim the warranty for the products with the warranty conditions as stated on the warranty card or invoice. The supplier of the product guarantees the quality of the product or flawless operation within the warranty period, if the buyer will use it in accordance with its purpose and the enclosed instructions. The warranty period begins on the day of acceptance of the goods by the buyer. The guarantee is valid in the territory of the Republic of Slovenia.

The warranty is only valid if the buyer uses the product in accordance with its purpose and the enclosed instructions. Defects and forms of wear and tear resulting from: are excluded from the warranty.

- normal wear and tear,
- careless handling of the product,
- insufficient maintenance,
- defects that were known to the customer at the time of purchase.

The buyer must also attach the purchase invoice to claim the warranty. The authorized service listed on the warranty card is responsible for solving complaints. The authorized service must repair the goods within 45 days of receiving the request to correct the defects, otherwise provide the customer with a new, flawless product.

If the manufacturer does not repair or replace the goods with a new one, the buyer can terminate the contract or demand a reduction in the purchase price.

The warranty expires as soon as the buyer opens or causes the product case to be opened.

The buyer's right to claim the warranty expires after two years from the day the buyer requested free of charge rectification of defects or replacement of the goods with a new one.

## **Complaints procedure**

At Hei'An d.o.o., customer satisfaction comes first, so we are aware of the importance of complaints. The company tries to solve them in the shortest possible time and to the satisfaction of both parties, but in any case in accordance with the legally valid provisions.

The buyer can exercise his rights from a material defect if he informs the seller about the defect within 2 months from the day the defect was discovered. The seller is not responsible for material defects in the product that become apparent after two years have passed since the product was delivered.

Pursuant to Article 37 of the Consumer Protection Act, an error is material in the case of:

- if the product does not have the properties necessary for its normal use or for circulation
- if the product does not have properties that are necessary for the specific use for which the buyer is purchasing it, but which the seller was aware of or should have been aware of
- if the product does not have the properties and features that were explicitly or tacitly agreed or prescribed
- if the seller has delivered a thing that does not match the sample or model, unless the sample or model was shown only for the purpose of notification

The suitability of products is judged against conventional products of the same type.

The buyer can claim an actual error by sending a notification to the email address <a href="mailto:info@heianofficial.com">info@heianofficial.com</a>,

# Recommendations for returning goods

We recommend that you use a delivery service that allows you to track your shipment. Prepare the items properly for transport (you can use the original packaging or other suitable safe packaging).

Shipping costs are always borne by the sender, unless otherwise agreed in advance. We do not accept ransom payments.

In the case of a return by post, you must do the following:

- Complete the item returns form, which is the source of all the information we need to process the return.
- Attach a copy of the receipt for the item you are returning.
- Restore the item to its factory settings if it is an electronic device that has this option.
- Prepare the item for transport. Protect the item properly before handing it over to the carrier. You must protect the item with the original packaging or packaging that can protect the item as well as the original packaging to avoid damage in transit. Do not forget to attach the data form and a copy of the invoice.

Mail return address: Hei'An, music agency, d.o.o. Marezige 19b 6273 Marezige Slovenia