

General terms and conditions of operation

The General terms and conditions of Insar online store operations are prepared in accordance with the Consumer Protection Act (Zakon o varstvu potrošnikov; ZVPot-UPB2), based on the recommendations of the Chamber of Commerce and Industry of Slovenia and international e-commerce codes.

We recommend that you read the Terms and Conditions below before using the online store.

By purchasing, you agree to the Terms and Conditions below. All private data is strictly protected. The Seller reserves the right to change the Terms and Conditions at any time and without prior notice.

About the company

Insar d.o.o. (hereinafter: “the seller”)

Lendavska ulica 5A

SI-9000 Murska Sobota

Slovenia

Phone: +386 2 530 33 70

E-mail: info@insar.eu

The buyer is bound by the General Terms and Conditions in force at the time of purchase (online order submission).

You can download the General Terms and conditions of operation at

<https://www.insar.eu/uploads/insar-general-terms-and-conditions-of-operation-en.pdf>

Personal data protection

You can find more information about personal data protection at <https://www.insar.eu/wp-content/uploads/insar-personal-data-protection-policy-en>

Types of users

By registering at www.insar.eu, you become a member of the **Insar** online store. Registered members and guests who make a purchase without creating a user account have the right to make purchases at the Insar online store.

When registering for an online store, the visitor obtains a user name that is the same as his / her email address, and a password. If a user wants to change an email address or password, he / she can do that at any time in his / her user profile.

Access to information

The seller agrees to always provide the buyer with the following information:

1. Company identity (company name and registered office, registration number and tax number),
2. Contact information enabling the user to communicate quickly and effectively (email, telephone),
3. Basic characteristics of the goods or services,
4. Product availability (any product offered on the site should be accessible within a reasonable time),

5. Terms of product delivery (method, address and time of delivery),
6. All prices must be clearly and unambiguously specified, and must show whether they already include taxes and transport costs,
7. Payment and delivery methods,
8. Validity of the offer,
9. Period within which it is still possible to withdraw from the contract, and the conditions for withdrawal; also about if and how much it costs the buyer to return the product,
10. Explanation of the complaint procedure, including all information about the contact person or customer service.

Product offer and prices

Due to the nature of the online business, the offer and the prices of the Insar online store are updated and modified from time to time. The price at the Insar online store is the same for registered members and online store guests. All prices include VAT. Prices are valid at the time of submitting the order and have not previously determined validity.

Order in prices

The purchase contract between the seller and the buyer is concluded in the Insar online store at the moment when Insar sends the buyer the first e-mail confirming his / her order. From that moment on, all prices and other terms are fixed and apply to both the seller and the buyer.

Delivery time

Delivery time depends on how soon the suppliers deliver the product.

A more detailed delivery time is provided for each product. Due to certain conditions, such as holidays abroad, delivery times may be extended. The seller is not responsible for any delay in delivery.

Delivery costs

Delivery costs are defined by the delivery service price list.

Method of payment

Currently, the Insar online store provides the following payment methods:

- Per estimated invoice (UPN payment order) to the company's account/Direct bank transfer.

Invoice issuing

The seller also sends the invoice, in pdf format, to the buyer's e-mail address upon / after delivery and payment of the ordered items. The invoice details the price and all costs associated with the purchase. The buyer is obliged to check the correctness of the data before submitting an order.

Purchase process

1. **Product selection:** Select a product from www.insar.eu and click on the “**Add to Cart**” link. The system notifies you that the product has been successfully added to the cart. To close the purchase, click the right “**View Cart**” link. The system brings you to the shopping cart, and by clicking “**Checkout**” you finish the purchase.
2. **Removing a product from a shopping cart:** On the website www.insar.eu a shopping cart icon is displayed in the menu bar in the upper right corner, in which (after clicking on the

icon) a basket is displayed to the user with the products, which were added to the shopping cart while browsing the online store. If a user wishes to remove a particular product from the shopping cart, he / she must click on the “**remove**” X next to this product. In order to change the quantity of the product in the cart, the user must click on the number representing the quantity of the product, using “**up-arrow**” to increase the quantity or “**down-arrow**” to decrease the quantity of the product. Changes to the quantity of products in your cart will be refreshed by clicking on the “**Update Cart**” button.

3. **Shopping Cart:** You must fill in the required fields to complete your order.
 1. **Delivery address:** Enter the required contact information marked with a red asterisk (name, surname, e-mail address, address, city, postal code and phone number), which is required to confirm and complete the order, and deliver the product.
 2. The form allows a user account to be created and it means the user data is already saved for the next order.
 3. **Delivery cost:** A user can choose from the selected countries to which the company sells / sends shipments, entering the city and the postal code.
 4. **Payment method:** Only a payment per estimated invoice is currently available.
 5. **Order overview:** Shows products that a user has added to his / her shopping cart while browsing the online store. The price of the product, the postage cost, the amount of VAT and the total cost of payment are shown in the shopping cart before the order is completed.
4. **Order completion:** The user can check the delivery information provided, the payment method he / she has selected, and the contents of the shopping cart. The user confirms the order by clicking on the “**Place order**” button. If the order has been successfully completed, the following text is displayed: “Your order has been successful. Thank you for your purchase! Your order number is: xxxx.”

Purchase notification process

- After submitting the order, the buyer receives an email notification that the order has been accepted.
- The seller may call the buyer at the contact telephone number to verify the information or to ensure delivery accuracy.
- The purchase process for legal entities is the same as for natural persons, except that at the conclusion of the purchase the company name and a company tax number is entered. Also payment options are the same.

The customer’s right to withdraw from the contract

- In case of distance contracts, the customer has the right to inform the company within 14 days by e-mail info@insar.eu or through some other communication channel that he / she withdraws from the contract without having to give a reason for his / her decision. The form for withdrawal from the distance contract is available for download at <https://www.insar.eu/wp-content/uploads/2020/09/insar-return-of-goods-form-en.pdf>
- The customer must return the goods to the company no later than 14 days after the notice of his / her withdrawal. The customer returns the goods to: Insar d.o.o., Lendavska ulica 5A, SI-9000 Murska Sobota, Slovenia. The only cost to the customer regarding his / her withdrawal from the order is a direct cost of returning the goods. The customer must return the product to the seller undamaged and in unchanged quantity, unless the item is destroyed, defective, lost or its quantity reduced without the customer being at fault.
- When returning the goods, the customer also sends the invoice for the goods and personal data as well as the bank account to which he / she wishes to receive the refund. We will refund the payment within 14 days of receiving the notice of the withdrawal.

Liability for material errors

The seller is liable for all material errors that the product had when the risk passed to the buyer, regardless whether the buyer was aware of it or not. The seller is also responsible for those material errors that appear after the risk has passed to the buyer, if they are due to a cause that existed before. A slight material error is disregarded.

Security

The seller uses appropriate technological and organisational means to protect the transfer and storage of personal data and payments.

Legal notification

The Insar online store and all information contained therein, product images, graphic and video elements on the website are protected and may not be reproduced or used without the prior written permission of Insar d.o.o.

Limitation of liability

The seller does its best to ensure that the information published on the website is up-to-date and correct. However, the properties of the products, delivery time or price can change so quickly that the company sometimes fails to correct the information on the website. In this case, the seller will notify the buyer of the changes and allow him / her to withdraw from the contract or change the product ordered.

Exclusion of liability

We reserve the right to disable the website or disable the access to it due to technical or other issues and maintenance, which also means disabling or preventing the use of the Insar online store. In the event of technical problems on the website, we reserve the right to cancel the received orders influenced by the technical error. If your order is cancelled, we will notify you as soon as possible and inform you of the next steps. You must provide adequate protection for your equipment (antivirus, etc.) before you access and use the website. The buyer must ensure the proper security and confidentiality of the information used to log in to the website (email address, password).

Complaints and disputes

The seller complies with the applicable European consumer protection legislation and strives to fulfill its duty to establish an effective complaints system and to designate a person to contact the buyer by telephone or email in case of problems.

The complaint is submitted via info@insar.eu. The procedure for handling the complaint is confidential. The seller will confirm within five working days that it has received the complaint, inform the buyer how long the handling will take and keep the buyer informed of the progress of the process.

The seller is aware that an essential feature of a consumer dispute, at least as far as litigation is concerned, is its disproportion between the economic value of the claim and the costs involved in resolving the dispute. This is also a major obstacle for the customer from bringing a dispute to court. Therefore, the seller does its best to resolve any disputes by mutual agreement.

In the event of a judicial settlement of disputes, the competent court is the court of the state in which the customer is domiciled.

Out-of-court settlement of consumer disputes

In accordance with statutory norms, we do not recognize any out-of-court consumer dispute resolution provider as competent to resolve a consumer dispute that a consumer could initiate under the Out-of-Court Consumer Dispute Resolution Act. The seller, who as a provider of goods enables online commerce in the territory of Slovenia, posts an electronic link to the online consumer dispute resolution platform (SRPS) on its website. The platform is available to customers at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

This arrangement stems from the Out-of-Court Consumer Dispute Resolution Act, Regulation (EU) No 524/2013 of the European Parliament and the Council on the online settlement of consumer disputes, and amending Regulation (EC) No. 2016/2004 and Directive 2009/22/EC.