

**General Terms and Conditions for the ROSI Teh d.o.o. online store****I. INTRODUCTORY NOTE**

We advise you to carefully read the following terms and conditions before using the ROSI Teh d.o.o. online store website.

By using the website, you agree to the terms and conditions below. If you do not agree with the terms and conditions, please leave the website of the ROSI Teh d.o.o. online store (hereinafter: ROSI Teh).

The ROSI Teh online store reserves the right to change the terms and conditions on the website at any time, without prior notice.

The above terms and conditions also apply to purchases through other advertisements or classified ads published in other media, as well as to online purchases in other European Union member states and non-EU countries.

Any ambiguities can be clarified before purchasing products by phone **+386 41 892 655** or via e-mail **info@rositeh.si**.

The photos may differ from the actual products, as they are from different manufacturers, while the functionality of each product remains the same.

The General Terms and Conditions are actually contractual terms and conditions and, consequently, **a contract between a consumer and a business**, which is why it must contain all the essential obligations of both parties. The general (contract) terms and conditions are binding on the consumer only if he was acquainted with their full text before concluding the contract. This means that the consumer has been warned about them and has free access to them. The terms and conditions must be clear, intelligible and not unfair to the consumer.

Article 24 of the Consumer Protection Act (ZVPot-1) sets out what is considered in particular to be unfair contract terms, which are consequently null and void.

In the ROSI Teh online store, we use the following terms:

**The user** of the online store is the person who uses the online store.

**A registered user** is a user who has completed the registration and thereby obtained an entry password and a user account in the online store.

**A buyer** in an online store is a user who makes a purchase through the registration process. The buyer can be a consumer or a legal entity. If the buyer is a legal entity, the personal data of the legal representative of the legal entity is entered in the fields for entering company data. In order to exercise the rights under the Consumer Protection Act, it is necessary to distinguish between a buyer who is a natural person (consumer) and a buyer who is a legal person. Buyers who are legal entities are not subject to the provisions of ZVPot-1, but to the provisions of these General Terms and Conditions.



**An order or purchase** is all the products that the customer has ordered in the online store.

## II. SCOPE

The General Terms and Conditions of Sale for the ROSI Teh online store (hereinafter: the General Terms and Conditions) govern the operation of the online store and the general terms and conditions of purchase in the online store, as well as other rights and obligations of the user and the provider. The online store is owned and operated by the company ROSI Teh, d.o.o., with its registered office at Bistriška cesta 11, 2319 Poljčane, tax number SI 42791375, registration number 7190549000 (hereinafter also referred to as: ROSI Teh, seller or provider).

These General Terms and Conditions are drawn up in accordance with the applicable regulations of the Republic of Slovenia, including the laws governing consumer protection, electronic communication and personal data protection, and apply to all users of the online store (hereinafter also referred to as: buyers or users).

The General Terms and Conditions apply to all purchases, orders, shipments of products and other services that are made or ordered in the ROSI Teh online store.

Purchases, products ordered by customers, shipments of products, corporate services and other services that are performed or ordered in both ROSI Teh sales centers are subject exclusively to the general terms and conditions published on the ROSI Teh website, on the notice board of ROSI Teh sales centers and are also available at the cash desk of ROSI Teh sales centers.

You can select, print or save them as a PDF at any time at the bottom of the ROSI Teh website.

Our offer is tailored to Slovenian customers, but in accordance with Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 addressing unjustified geo-blocking and other forms of discrimination based on clients' nationality, place of residence or place of establishment in the internal market and amending Regulations (EC) No. 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC, our offer is available to all customers under the same conditions, who are (permanent/temporary) resident within the European Economic Area and Switzerland.

### II. 1. Purchase without a user account

You can buy products in the ROSI Teh online store as a so-called guest, i.e. a user without a user account. By entering their data, the buyer ensures that their entered data are complete and correct.

To complete the purchase in the ROSI Teh online store, the buyer must enter the following personal information: e-mail address, first name, last name, address, city, postal code, country, contact phone.

ROSI Teh needs this information to execute the order. In order to make a successful purchase, the buyer must also tick the box that he agrees with these General Terms and Conditions and that he gives his consent for ROSI Teh to process his personal data that he has entered in the application form for the purpose of providing services within the online store or with the terms of personal data processing. The buyer must be at least eighteen years old to make the purchase.



## II. 2. Purchase process

The customer selects the products he wants to buy from the ROSI Teh online store assortment and puts them in his shopping cart using the "Add to shopping cart" button. The information provided for individual items (numbers, photographs, weight and dimensions of the goods, etc.) is only an approximate description of the goods and cannot constitute the basis for concluding a contract according to the pattern, unless expressly stated otherwise.

To view the shopping cart, the customer must click on the "Go to shopping cart" button, which redirects them to a page that leads to an overview of the online shopping cart and the completion of the purchase. In the shopping cart, the customer is able to edit the cart (i.e. remove products and change the quantity of products). In the cart overview, there is also a link "Continue shopping", which leads to the completion of the order, where the buyer enters his personal information for the order and chooses the payment method. Missing or incorrect content is displayed with a red box and a correction warning. At the end of the order, it is possible to change, in addition to personal data and payment methods, the quantities of products and their removal, until the very conclusion of the purchase.

As a delivery method, ROSI Teh offers and cooperates with various delivery providers (hereinafter also referred to as: delivery service), taking into account the availability of different delivery services in each country, in particular to ensure fast and reliable delivery. Delivery is possible both to addresses in Slovenia and abroad. The buyer then selects another of the payment methods, which are described in more detail below, taking into account the availability of the payment method according to the individual country in which the purchase is made. Throughout the order completion process, the customer can view the order summary, where all selected products, quantities and order value are listed. The customer uses the "Complete Purchase" button to complete their order.

By clicking on the "Complete purchase" button, the buyer submits a binding offer for the purchase of the products collected in the shopping cart. By doing so, the buyer confirms that by placing the order, he agrees to pay. The function that triggers the award of the order is marked with the statement "Order with obligation to pay", from which it undoubtedly follows that the award of the order is associated with the obligation to pay the provider. In the case of a successfully placed order, a confirmation of receipt of the order is displayed on the website, and then the buyer receives a confirmation of receipt of the order by e-mail.

According to the described procedure, ROSI Teh will inspect the order and check its availability, and then confirm the submitted orders of the buyer. The purchase contract between ROSI Teh and the buyer is concluded and legally binding when the buyer places the order. In the event that ROSI Teh cannot deliver any of the ordered products within the stipulated delivery time due to unforeseeable reasons (delay in delivery service, weather conditions, delays due to the consequences of an infectious disease (e.g. Covid-19) and the like) over which ROSI Teh has no influence, ROSI Teh will notify the customer by e-mail or phone. ROSI Teh will offer a new delivery time to the customer. In this case, the buyer has the right to withdraw from the contract free of charge. The buyer agrees that ROSI Teh will provide him with a confirmation of the concluded contract to his e-mail address (durable medium), together with the required information from the applicable law governing consumer protection. In the event that it would be necessary to verify the buyer's data or to ensure correct delivery, ROSI Teh can call the buyer on the phone number that the buyer entered into the online store when placing the order. The confirmed order and the contractual obligation concluded between ROSI Teh and the buyer is located in electronic form at the registered office of ROSI Teh d.o.o. The buyer can obtain a copy of the contract



(i.e. the confirmed order of the buyer) by sending a request by e-mail to the address [info@rositeh.si](mailto:info@rositeh.si). Purchase contracts (i.e. buyers' orders) are concluded in the official language of the country, which the buyer chooses when ordering through the ROSI Teh website or platform ([www.rositeh.com](http://www.rositeh.com)). The buyer is bound by the general terms and conditions that are valid at the time of placing an online order or purchase. By placing an order, the buyer confirms his familiarity with the general terms and conditions.

### II. 3. Payment methods for online purchases

Buyers can pay for goods purchased in the ROSI Teh online store in the following ways, taking into account the availability for each country regarding the selected payment method:

- ✓ Payment by pro forma invoice to the provider's business account: *When choosing payment based on a pro forma invoice, the buyer receives an order confirmation by e-mail, along with payment information. For reference, the customer uses the order number. The order must be paid no later than 3-4 days from the receipt of the e-mail with the payment information, otherwise ROSI Teh will cancel the buyer's order. The deadline for preparing the dispatch (delivery) of such an order begins to run when ROSI Teh receives the transfer to the transaction (bank) account.*  
Payment details are: ROSI Teh d.o.o., Bistriška cesta 11, 2319 Poljčane, account number: **S156 0443 0000 3103 435**, opened at OTP banka, d.d., reference: order number is provided.;
- ✓ Cash on delivery with the Cash on Delivery Service: *In the case of cash on delivery, payment is possible to the courier of the delivery company upon delivery or at the pick-up points designated by the delivery service. In this case, postal costs are also paid according to the valid price list of the delivery service. In the event that you are not present at the address specified at the time of delivery, the courier will leave a message with instructions on the possibility of later collection.*
- ✓ By payment or credit card: *BA, Maestro, Diners Club, Eurocard/Mastercard, Visa, whereby payments with debit or credit cards are made through payment partners in accordance with security standards. With the "Verified by Visa" and "MasterCard Secure Code" security mechanisms, online payments with credit cards are very secure, as a one-time generated security code must be entered in order to successfully complete the payment. When making a payment, the customer is automatically directed to the payment service provider. Please follow the instructions to successfully place your order.;*
- ✓ PayPal: *PayPal is an online payment platform that is linked to a credit card or checking account. For such a payment method, the customer needs a PayPal user account. When making a payment, the customer is automatically directed to the payment service provider. Please follow the instructions to successfully place your order. Please see the PayPal Terms of Service for more details.;*



- ✓ Leanpay: Leanpay is an online installment payment platform. For such a payment method, the customer needs a Leanpay user account. With the Leanpay installment system, you choose the number of installments, enter the data and settle the obligations. This type of payment method is only available in Slovenia. Please see the LeanPay Terms of Service for more details.

All delivered goods remain the property of ROSI Teh, d.o.o. until full payment.

Due to the different deliverability of the products, the order can be divided into several shipments. The seller can dispatch them in part or all at the same time.

In the case of partial delivery, the seller will send the items that are in stock to the user (buyer) immediately, and the rest when they are available. Any delivery cost will be charged only for the first shipment, and for subsequent shipments, the delivery cost will be borne by the seller or, depending on the circumstances of the case, the delivery cost will be total.

#### **II. 4. Purchase with a user account**

By registering in the ROSI Teh online store, the visitor (hereinafter: user or buyer) acquires a username that is the same as his e-mail address and a user password determined by the user himself. The user's username and password are unambiguously defined and linked to the entered data. You can change your password and information at any time. By registering, the visitor confirms and guarantees that he/she is an adult, fully legally capable person. ROSI Teh will use and process the personal data provided by the visitor during registration for the purpose of concluding and fulfilling contracts, i.e. online orders concluded at a distance. By registering in the online store, you agree that the company ROSI Teh, d.o.o., may send you commercial messages, from which, in accordance with legal provisions, it will be clearly clear that it is sent on behalf of the company ROSI Teh, d.o.o.

Upon confirmation, the user is also informed about the general terms and conditions of ordering, which he confirms and accepts by registering.

By registering, the user gains access to a profile where he can track his purchase history. Registration also benefits the user in terms of faster and simpler ordering through the online store, as the user does not have to enter the delivery address data over and over again, as it is entered into the system when registering. In the event that the user wants delivery to another address, he also has this option during the execution of a new order.

Registration is possible only by providing all the mandatory information and agreeing to the general terms and conditions of use [of the www.rositeh.si](http://www.rositeh.si) website or the ROSI Teh [www.rositeh.com](http://www.rositeh.com) platform. If the user does not want to provide any of the mandatory information or does not accept the general terms and conditions, the registration will not be successful.

#### **III. Prices**

All prices of goods in the ROSI Teh online store are listed in euros (EUR) or in the currency of the country that the buyer chooses when ordering through the ROSI Teh [www.rositeh.com](http://www.rositeh.com) website or platform, and include the standard VAT rate in European countries that is valid at the time of ordering, but do



not include delivery costs or postage. The provider declares that he is a taxable person identified for VAT purposes. The price that binds the buyer is the price that is valid at the time of placing the order and does not have a predetermined validity, except in the case of possible promotions, when the validity of the offer is specially indicated.

The provider strives to provide the most accurate information, but it can still happen that the price information is incorrect. In this case, or in the event that the price of the product changes during the processing of the order, the provider will allow the buyer to withdraw from the purchase. The prices listed in the ROSI Teh online store are valid only for purchases in the ROSI Teh online store.

The price includes the cost of appropriate packaging as anticipated by the seller, also taking into account its norms. Proper packaging means that the goods are in standard packaging. The packaging corresponds to the shape, size, weight and value of the goods. **The cost of the delivery service is not included in the price.** *For more details, please see the terms and conditions and price list of the delivery service.*

**Prices in pro forma invoices are fixed, but may deviate from the price in the price list. We reserve the right to change the prices of products in the online store on a daily basis without prior notice.**

#### IV. Delivery

The buyer can pick up the shipment in person, at our address by prior arrangement. In the case of personal collection of goods at the company's headquarters, the seller dispatches the goods to the buyer in standard packaging according to his norms. **In this case, the seller charges the buyer for the cost of packaging and wrapping.**

ROSI Teh strives for the fastest possible delivery of ordered goods both in the territory of the Republic of Slovenia and abroad. Delivery is carried out in cooperation with the contractual partner, i.e. the delivery service available in the country chosen by the customer on the ROSI Teh [www.rositeh.com platform](http://www.rositeh.com/platform).

**Delivery costs also include packaging costs.**

**For more details, see the conditions (delivery times, unloading of the ordered shipment, etc.) and the price list of the delivery service.**

##### IV. 1. Condition for delivery

The method of delivery is agreed upon at the end of the order. Details can be found on the website of the selected delivery service.

##### IV. 2. Buyer's obligation

The buyer undertakes to take over the ordered goods upon delivery. In the event that the buyer does not pick up the ordered goods either upon delivery or with the possibility of later collection, the goods



will be returned to ROSI Teh through our delivery service. In the event that the buyer does not pick up the package, he will be subsequently charged for the costs of packing and shipping the package that were incurred as a result.

#### **IV. 3. Seller's duty**

If the goods are out of stock, the delivery time may be extended indefinitely (usually up to 30 working days). Drop-off of items (shipments) that are out of stock can be checked using the link next to the item "Ask for product/stock".

The contractual partner for the delivery of shipments is the selected delivery company, according to the country selected by the buyer on the ROSI Teh [www.rositeh.com](http://www.rositeh.com) platform, but the seller reserves the right to choose another delivery service if this will allow him to fulfill the order more efficiently.

#### **V. Invoicing**

Upon delivery of the ordered goods to the buyer, in addition to the ordered product, ROSI Teh either forwards an invoice by e-mail for the purchased products and a summary of the order, or the above is attached to the package delivered by the selected delivery service. The invoice lists all costs related to the purchase, namely the price and quantity of each product or item, the calculated VAT and the cost of delivery of the selected delivery service, the costs of packing and shipping the package, as well as the total price.

#### **VI. Recommendations on product inspection upon receipt**

We suggest that you follow the following steps when picking up your products, which will make it easier for you to make claims for any irregularities in the goods or delivery service:

- If you have already picked up the shipment and later find out that the shipment is damaged, you must initiate a complaint procedure with the selected delivery service. *See the delivery service terms and conditions for more details.* For a quick resolution of the procedure, please send us a copy of the minutes to [info@rositeh.si](mailto:info@rositeh.si). Further resolution of the damaged shipment will be arranged by us with the selected delivery service, and we will send you a new flawless product or refund the purchase price. The damaged product is picked up by the selected delivery service;
- If you have picked up the product and found that the shipment is not damaged, first check that you have received the product you ordered;
- If the photo on the packaging or the description or product code does not match the product you ordered, do not open the packaging, but contact us at the e-mail address [info@rositeh.si](mailto:info@rositeh.si) to verify that the delivery to your address was correct;
- If you have verified that you have received the product you ordered, open the packaging carefully, not throwing away the labels and protections until you are sure that you will keep the product.



Even in the case of a lost package, you must initiate the so-called complaint procedure with the selected delivery service. *See the delivery service terms and conditions for more details.* For a speedy resolution of the procedure, please send us a copy of the minutes to [info@rositeh.si](mailto:info@rositeh.si).

## VII. Withdrawal from the contract

Warning:

### **RETURN OR REPLACEMENT OF HYDRAULIC PUMPS IS NOT POSSIBLE!**

It is also not possible to return or exchange items that are ordered at the customer's request!

If you want to withdraw from the sales contract or purchase for any reason, you can do so within 14 days of receiving the goods, without stating the reason for withdrawal. You can withdraw from the contract by sending us a written withdrawal from the contract on the form located at the Withdrawal Form link, by e-mail to the address [info@rositeh.si](mailto:info@rositeh.si) or with another unambiguous statement that you are withdrawing from the contract. The consumer shall be deemed to have made the withdrawal statement in good time if it is sent within the time limit set for withdrawal from the contract. The only cost that you will be charged when withdrawing from the contract is the cost of returning the goods, which you can send by post or other selected delivery service or physically return them to the company ROSI Teh, d.o.o., Bistriška cesta 11, 2319 Poljčane. We do not accept shipments of ransom.

In the case of a contract of sale, the withdrawal period referred to in this Chapter shall begin to run on the day when:

- the buyer or a third party, other than the carrier appointed by the buyer, acquires actual possession of the goods;
- the buyer or a third party other than the carrier appointed by the buyer acquires actual possession of the last piece of goods if the subject of the contract is several pieces of goods ordered by the buyer in one order;
- the buyer or a third party, other than the carrier appointed by the buyer, acquires effective possession of the last consignment or piece of goods if the delivery of the goods consists of several consignments or pieces;
- the buyer or a third party other than the carrier appointed by the buyer acquires actual possession of the first piece of goods if the delivery of the goods is regular within a certain period.

Return address: ROSI Teh, d.o.o., Bistriška cesta 11, 2319 Poljčane. You must return the goods within 14 days of withdrawing from the contract. In order to facilitate the processing of the return of goods, we ask you to attach an invoice to the goods and state the online order number that you received when confirming your order (this is not a condition for withdrawing from the contract). The buyer is liable for the decrease in the value of the product if the decrease in value is the result of conduct that is not strictly necessary to determine the nature, properties and functioning of the goods.

We will refund the received purchase price to you upon receipt of the goods, using the same payment method as you used at the time of purchase, unless you explicitly request the use of another payment method. In the event of withdrawal from the contract, we will refund all payments received to you no later than 30 working days after receipt of the notice of withdrawal, and we reserve the right to withhold the refund of payments received until the receipt of the returned goods or until you provide





proof that you have sent the goods back. The buyer must return the products to the provider undamaged, with all documentation and in the same quantity, unless the product is destroyed, broken, lost or its quantity has decreased without the fault of the buyer. The buyer may not use the products unhindered until withdrawal from the contract. The buyer may inspect and examine the goods to the extent strictly necessary to establish the actual condition. Testing a product that deviates from the above is considered use, which means that the buyer thereby loses the right to withdraw from the contract.

**Warning:** Returns are only possible for goods that were purchased exclusively in the ROSI Teh online store on [the www.rositeh.si](http://www.rositeh.si) website or on the [www.rositeh.com](http://www.rositeh.com) platform.

Unless the Contracting Parties have expressly agreed otherwise, the Buyer does not have the right to withdraw from the Contract in the following cases:

- when ordering products or goods that were made to the customer's order;
- in the supply of hydraulic pumps.

#### **Buyer's right to RETURN OR EXCHANGE ITEMS:**

- **Within 14 DAYS of purchase UP TO 2 MONTHS of purchase: It is possible to exchange goods or refund up to 80% of the purchase value. When exchanging items, a credit of up to 80% of the purchase value may be issued.**
- **EXCHANGE OF ITEMS AFTER 2 MONTHS FROM PURCHASE IS NOT POSSIBLE or exceptionally for certain items by agreement.**

### **VIII. Warranty**

Products sold in the ROSI Teh online store mostly belong to the category of spare parts, for which the warranty is not mandatory.

THE INVOICE IS VALID AS A WARRANTY CARD.

The warranty is valid subject to the instructions and upon presentation of the invoice. The warranty period begins on the day of receipt of the goods by the buyer.

The warranty is valid only if the buyer uses the goods in accordance with their purpose and the attached instructions and is not taken into account when:

- malfunctions caused by improper use;
- improper storage or installation;
- failure to follow installation instructions;
- excessive use;
- insufficient maintenance;
- damage caused by force majeure;
- defects and forms of wear resulting from normal wear and tear;
- defects that were known to the customer at the time of purchase.



The assessment of the existence of defects in the product is the responsibility of the manufacturer of the article AND not the seller. The current ZVPot-1 stipulates that the warranty can only be claimed against the guarantor. This is usually the manufacturer of the product.

The seller is a guarantor only in the event that he issues a warranty card.

However, in the case of imported products, this can also be the importer and distributor. If the goods for which the issuance of a warranty is mandatory do not work flawlessly or do not have the characteristics specified in the warranty card or advertising message, the buyer may first request the elimination of defects. The deadline for rectifying defects is 30 days, with the possibility of extension for a maximum of 15 days after prior notification to the consumer and justification of the reasons for the extension. The purchaser's rights under this chapter shall expire after two years from the date on which the purchaser requested the rectification of defects free of charge or the replacement of the goods with new ones.

If there is no information about the warranty, the item does not have a warranty or the information is not known at this time. In the latter case, the buyer can contact the seller, who will provide up-to-date information.

#### **IX. Complaints/factual errors**

In accordance with the Consumer Protection Act (also referred to as: ZVPot-1), an error is material in the case of:

- if the product does not have the characteristics necessary for normal use or for marketing;
- if the product does not have properties that are necessary for the specific use for which the buyer is buying it, but which were known to the seller or should be known to him;
- if the product does not have properties and qualities that have been explicitly or tacitly agreed or prescribed;
- if the seller has handed over an item that does not match the pattern or model, unless the pattern or model has been shown only for the purpose of notification.

If the non-conformity of the goods becomes apparent less than 30 days after their delivery, the consumer, i.e. the buyer, has the right to refuse in the event of non-conformity of the goods. This means that he can withdraw from the sales contract during this time. At the same time, he demands a refund of the purchase price without having to first request the repair of goods or replacement. The current ZVPot-1 extends the period during which there is a legal presumption that the non-conformity of the goods already existed at the time of delivery. This is extended from six months to one (1) year.

You can claim a material defect for each product purchased, regardless of whether it has been issued under warranty. You must claim a material defect, or notify the company ROSI Teh, d.o.o., of it within two (2) months of discovering the defect. In the notification, you must describe the error in detail and send the notification to the e-mail address [info@rositeh.si](mailto:info@rositeh.si) or by mail to the address ROSI Teh, d.o.o., Bistriška cesta 11, 2319 Poljčane, or hand it in person at the ROSI Teh sales center. After sending the notification, the buyer must allow the seller to inspect the product. Upon proper notification and enabling inspection of the product, the buyer has the right to claim any of the following warranty claims:



- elimination of a defect in the product;
- reimbursement of part of the amount paid in proportion to the error;
- replacement of the defective product with a new faultless product;
- Refund of the full amount paid.

According to the current ZVPot-1, the buyer can first request the seller to repair or replace the goods with a new or faultless product. If the seller fails to comply with this, he may demand a full refund or a proportional reduction.

ROSI Teh is not responsible for material defects that occur after two (2) years from the delivery of the product. If the existence of a defect in the product is not disputed, we will comply with your claim as soon as possible, but no later than within 30 working days. However, in the event of a dispute regarding the existence of an error, we will respond to you in writing within 30 working days at the latest.

## X. Purchase of legal entities

These general terms and conditions also apply in cases where the buyer is a legal or natural person who performs a profit-making activity, regardless of its legal and organizational form. In this case, persons who are not considered consumers under the law governing consumer protection are subject to the provisions of this Act and the general terms and conditions of this Act only in cases where the law specifically states that they also apply to persons who are not considered consumers under this Act (for example, with regard to the warranty). This means that with regard to the remaining provisions, the provisions of the Code of Obligations apply to the relationship between a provider and a buyer who is not considered a consumer. For example, the difference is that persons who are not considered consumers within the meaning of the law governing consumer protection do not have the right to withdraw from the contract without reason within 14 days of receipt (exclusion of the application of Chapter VII of these General Terms and Conditions). As well as that the provisions of the Code of Obligations apply to material defects and not the summary of the provisions of the law governing consumer protection from Chapter Nine of these General Terms and Conditions (exclusion of the application of Chapter IX of these General Terms and Conditions).

## XI. Protection of personal data

Information on data protection is also available via the Data Protection link.

ROSI Teh processes the following personal data for the purpose of providing the online store:

- data obtained at the time of purchase: name and surname, address, city, postal code, country, e-mail address, contact phone, payment method, delivery method, products that are the subject of the purchase and any other data that would be necessary for the conclusion of the contract or execution of the order;
- data related to any complaints, reclamations, warranty and other claims: name and surname, address, e-mail address, telephone number, content of the claim, date of submission of the claim, method of resolving claims, date of purchase, communication with the buyer in relation to the claim, information on the method of resolving or completing the claim and other data necessary for the resolution of the buyer's claims.



The legal basis for the processing of said personal data is the contract concluded between the buyer and ROSI Teh d.o.o. (Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)). ROSI Teh will process the collected personal data only for the purposes for which they were collected. Personal data collected on the basis of the buyer's consent will be processed until the withdrawal of the buyer's consent, and other personal data until the expiry of the legal deadlines within which each party can assert claims arising from the concluded contract. ROSI Teh undertakes to handle all personal data obtained in accordance with the General Data Protection Regulation and national legislation and to collect and process the collected personal data exclusively for the purpose of implementing the ROSI Teh online store. Most of the pages in the online store can be visited without having to reveal your personal information. However, some information is obtained automatically using cookies and "pixel tags", standard tools in the online industry. The use of cookies and web beacons makes it possible to recognize the individual IP address, the type of browser used by the website visitor and the general activity of the visitor on the Internet. If you turn off cookies on your computer, you will not be able to make a purchase in the online store. You can find out more about the provider's cookie policy in the Cookie Policy, available on the provider's website. The processing of the above-mentioned personal data of users is strictly necessary to ensure all services available in the provider's online store (including the delivery of goods to the user), which is why consent to the processing of personal data provided in the order is a condition for ordering goods in the online store. The provider stores and processes the user's personal data for the above purposes only if the user expressly agrees to this, as follows:

- By ticking a special box when placing an order in the online store, the user of the website agrees that the provider processes all the user's personal data entered in the order form for the purpose of providing the services of the online store or with the terms of personal data processing;
- When placing an order, the user of the website agrees that the provider processes the user's e-mail address for the purposes of direct notification of benefits and sending advertising messages and for the purposes of surveys.

If the user does not indicate that he agrees to the use of his personal data for any of the above purposes, the provider will not process his personal data for these purposes, and in the event that the user does not consent to the use of personal data for the purpose of the online store, the provider of online store services will not be able to provide the user with it. The provider collects from website visitors only the data that it obtains voluntarily. The provider collects personal data only when it is necessary for participation in a certain activity, whereby both participation in this activity and the provision of personal data are exclusively voluntary. After obtaining the user's consent for the processing of the above-mentioned personal data, the provider establishes, collects, manages, uses, processes and stores the user's personal data in personal data databases for the above period of time, for the purposes for which the user has given his consent or for the purposes of the performance of the contract. The user may at any time request that we correct their data or that we permanently or temporarily stop using them. The provider may, exceptionally, inform the user of the reasons for deletion, inspection, transcription, copying, etc. He can't make it possible and tries to eliminate this reason as soon as possible. The protection of personal data is ensured in accordance with the Personal Data Protection Act and regulations that are directly applicable in the Republic of Slovenia. The user agrees that the provider cannot guarantee the security or privacy of information transmitted via e-mail or the Internet, and that the provider cannot be held responsible in connection with this. The provider will carefully protect your personal data obtained through its websites and will not forward it to third



parties. Personal data provided by the user when using the website or the provider's content will be processed and used for the purpose of providing the provider's services, namely to ensure the sending of news to the user and to verify whether the user uses the website and the provider's content or participates in the provider's online activities in accordance with these terms and conditions. The provider does not transfer or disclose the data obtained on its website to anyone without the consent or permission of the users, unless the law stipulates or requires otherwise. At the request of law enforcement authorities, in the event of any abuses or violations, personal data, e-mail and IP addresses of users may be forwarded to the police and other competent authorities for further action. Processing means collecting, storing or aggregating data in personal data databases, modifying, using or communicating, including transmission, retrieval, blocking and deletion. Users' personal data is stored and used only for as long as it is necessary to achieve the purpose. The provider, as the administrator of the personal data database, must, at the request of an individual – user, supplement or correct personal data that is found to be incomplete, inaccurate or not up-to-date; delete personal data for which the individual so requests and the provider does not have a special legal interest in storing the data; to enable access to the catalogue of data, access to personal data contained in the database and relating to it, and their transcription; provide a printout of the personal data contained in and relating to the personal data database; provide a list of those to whom personal data contained in and relating to the personal data database have been transmitted during a certain period.

## **XII. Liability**

The online store is open every day, 24 hours a day. For various technical reasons, it is sometimes not possible to do business through an online store or even access to a store. Therefore, ROSI Teh reserves the right to restrict or stop access to the online store pages for a definite or indefinite period of time. ROSI Teh does not assume responsibility for the failure of the store due to ignorance of use, any consequences of misuse of the online store, failure of the service due to network failure, power outage or other technical disturbances that could temporarily or even for a longer period of time disrupt the use. ROSI Teh strives to ensure that the information published on the website is up-to-date and correct. Nevertheless, it is possible for the characteristics and deliverability of products to change so quickly that it is not possible to correct the data in the online store in time. In such a case, ROSI Teh will notify the buyer of the changes and allow him to cancel the order or replace the ordered product. ROSI Teh strives to provide appropriate photos for all products in the ROSI Teh online store. However, it allows for the possibility of inaccuracies in data, images or words in the ROSI Teh online store. For more detailed descriptions and information, you can contact us. ROSI Teh reserves the right to change these Terms and Conditions at any time, in any way and without prior notice. All purchases, orders, shipments of products and other services that are performed or ordered through the ROSI TIH online store are subject exclusively to these general terms and conditions and the buyer cannot set any of his own conditions. Conflicting or deviating terms and conditions of the buyer do not become the content of the contract even if ROSI Teh performs the service without reservation. For the presentation of goods (products), the provider strives to obtain appropriate pictorial material, which may differ aesthetically from the original, but does not affect the quality and specification of the product itself.

ROSI Teh liability is limited to intent and gross negligence, and the scope of damages is limited to foreseeable typical damages, except in the case of claims for injury to life, body and health and product liability claims.



## **XII. 1. Security**

Shopping and paying through the online store is safe.

All transactions made in the online store are protected by the Secure Sockets Layer (SSL) protocol and the protocol of secure data encryption using 2056-bit encryption.

All payments made with a payment card are processed in real time with immediate verification of data with banks for your safety and to ensure your well-being.

All data you provide to us is encrypted using SSL data encryption technology. This advanced data encryption process ensures that personal information cannot be intercepted while it travels from your computer to our computer or from our computer to the bank. Personal data is transferred in encrypted form from your computer to the bank's authorization server and is not stored on the provider's server. To check if your browser is in safe mode while paying, look for the lock icon in the bottom corner or at the end of the address bar in your browser.

## **XII. 2. Prohibited uses**

In addition to other prohibitions set forth in the Terms of Service, you are prohibited from using the Site or its content:

- (a) for any unlawful purpose;
- (b) to ask others to commit or participate in any unlawful acts;
- (c) violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances;
- (d) infringe our intellectual property rights or the intellectual property rights of others;
- (e) harass, abuse, insult, harm, defame, humiliate, belittle, intimidate, or discriminate on the basis of sex, sexual orientation, religion, nationality, race, age, national origin, or disability;
- (f) provide false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or any related website, other websites or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, impersonate, pretend, pretense, read and collect information;
- (j) for any indecent or immoral purpose; or
- (k) interfere with or circumvent the security features of the Service or any related website, other websites or the Internet.

We reserve the right to terminate your use of the Service or any related website for violation of any prohibited use.

## **XII. 3. Limitation and exclusion of liability**

ROSI Teh will do its best to ensure that the information published on its website is up-to-date and correct. Nevertheless, the properties can change so quickly that sometimes they fail to correct the data on the web pages. In such a case, ROSI Teh will notify the buyer of the changes and allow him to withdraw from the contract or replace the ordered item.



We reserve the right to disable the website or disable access to it due to technical or other problems and maintenance, which also means disabling or hindering the use of the online store. In the event of technical problems on the website, we reserve the right to cancel orders placed that have been affected by a technical error. In the event of cancellation of orders, we will notify you as soon as possible and inform you about the next steps.

You yourself must ensure that the equipment (antivirus, etc.) is adequately protected against accessing and using the website. The buyer must ensure appropriate security and confidentiality of the data used to log in to the website (e-mail address, password, etc.).

### **XIII. Copyright**

All data, photographs and information on the ROSI Teh website represent copyrighted work protected by copyright law and may not be used or reproduced without the prior written permission of ROSI Teh. The trademarks or service marks and logos of other companies also constitute the protected intellectual property of these companies.

The entire content of the website, regardless of its form, is protected by copyright. The holder of all copyrights is the provider.

### **XIV. Retention of Ownership**

ROSI Teh reserves ownership of the products sold until receipt of full payment from the buyer. In the event that the buyer fails to pay the purchase price on time, ROSI Teh reserves the right to charge the buyer statutory default interest for the period from delay to payment.

In addition to late payment charges, we also charge you other costs. These include additional costs incurred by the collection company and the costs of a lawyer.

### **XV. Complaints Procedure and Jurisdiction**

The seller is aware that an essential feature of a consumer dispute, at least as far as judicial resolution is concerned, is its disproportionality between the economic value of the claim and the costs incurred in resolving the dispute itself. This is also the main obstacle to the consumer not taking the dispute to court. Therefore, the seller or the company ROSI Teh tries its best to resolve any disputes amicably.

ROSI Teh complies with applicable regulations in the field of consumer protection. ROSI Teh has an effective complaint handling system in place and has a designated person with whom the user or customer can contact by e-mail in case of problems. ROSI Teh will do its best to resolve any disputes amicably. ROSI Teh will respond to all complaints by email or phone as soon as possible.

In the event that disputes with customers cannot be resolved amicably, the local and substantive court in Maribor will be competent to resolve the dispute.

In accordance with the third paragraph of Article 32 of the Act on Out-of-Court Resolution of Consumer Disputes (abbreviated as ZIsRPS), the company ROSI Teh, d.o.o., Bistriška cesta 11, 2319 Poljčane



informs consumers that it does not recognize any provider of out-of-court settlement of consumer disputes as competent to resolve consumer disputes that a consumer could initiate in accordance with the ZIsRPS. The company ROSI Teh, d.o.o., Bistriška cesta 11, 2319 Poljčane, as a provider engaged in online sales, publishes an electronic link to the platform for online resolution of consumer disputes (SRPS) on its website. The platform is available at an electronic link.

These general terms and conditions and the entire relationship between the company ROSI Teh, d.o.o., and the buyer, which originates from the purchase through the online store, are assessed according to Slovenian law. ROSI Teh and the user or buyer as a participant in electronic commerce mutually acknowledge the validity of electronic messages in court. These General Terms and Conditions and all disputes between ROSI Teh and the user or buyer are subject to Slovenian substantive and procedural law, without the rules of private international law that would refer to the application of any other law. For all relationships and for rights and obligations that are not regulated by these General Terms and Conditions, the provisions of the Code of Obligations, the Act on Electronic Commerce on the Market, the Personal Data Protection Act and the Consumer Protection Act apply mutatis mutandis.

#### **XVI. Customer Service**

In case of any questions regarding orders, delivery, complaints or other issues related to the ROSI TIH online store, you can contact us at:

- E-mail address: **info@rositeh.si**
- telephone (Monday to Friday between 08:00 and 16:00): **+386 41 892-655**

#### **XVII. Changes to the General Terms and Conditions**

In the event of changes in the regulations governing the operation of the online store, data protection and other areas related to the operation of the ROSI TIH online store, and in the event of changes to its own business policy, the Provider may amend and/or amend these General Terms and Conditions, of which it will inform users or customers each time in an appropriate manner, which includes, in particular, notification via the ROSI Teh website(s), d.o.o.. Any changes and/or additions to the General Terms and Conditions shall enter into force and apply upon the expiry of an eight-day period from the publication of the changes and/or amendments. If an amendment and/or amendment to the General Terms and Conditions is necessary to comply with the regulations, these amendments and/or additions may exceptionally enter into force and apply within a shorter period of time.

The User or Buyer who does not agree with the changes and/or amendments to these General Terms and Conditions must cancel their registration within eight days of the publication of the notice of amendment and/or amendment to the General Terms and Conditions, otherwise after the expiry of this period, it is considered and no evidence to the contrary is admissible that the User or Buyer accepts the changes and/or amendments to the General Terms and Conditions. The cancellation of registration is made by the user notifying ROSI Teh, d.o.o. of the cancellation with a written statement.





**XVIII. Legal notice**

ROSI online store All data on it, photos of items, graphic and video elements on the website are protected and may not be reproduced or used without prior written permission.

**XIX. Company Information**

The operator of the [www.rositeh.si](http://www.rositeh.si) website is the company: ROSI Teh, d.o.o., Bistriška cesta 11, 2319 Poljčane, Registration number: 7190549000, VAT ID: SI 42791375, business account with number SI56 0443 0000 3103 435, opened with OTP banka, d.d.. Entry in the court register on 6.12.2016 at the District Court in Maribor, SKD G46.610 - Wholesale trade in agricultural machinery, attachments, equipment. The provider is subject to value added tax (VAT).

These General Terms and Conditions of Sale for the ROSI Teh online store are valid from December 2016 and were updated in April 2025 and were accepted by the director of ROSI Teh d.o.o.

We wish you plenty of pleasant and affordable shopping!  
With kind regards, the ROSI Teh team.

