

SAILBRACE®



Company name: SB Group podjetje za trgovino in
posredništvo d.o.o.
Registered office: Ljubljana
Business address: Tržaška cesta 202, 1000 Ljubljana
Email address: support@sailbrace.com
Website: www.sailbrace.com

CONFIRMATION OF THE CONTRACT AND CONSUMER INFORMATION

1. Purchase information

Purchase information can be found in the confirmation email to which this document is attached. With this document we confirm that the purchase contract with the data from the confirmation e-mail has been concluded.

2. Your Right to Withdraw from the Contract if You are a Consumer

If you are a consumer (i.e. a natural person who has purchased an item for purposes other than your occupational or gainful activity) and you come from an EU or EEA Member State, you are entitled to the right to notify us within 14 days from the day you receive the items that you are withdrawing from the purchase contract. You do not need to give any reason for your withdrawal.

The 14-day return period starts a day after you collect the goods. If you have ordered more than one item with one order, the period for withdrawal starts on the day you receive the last item. It is deemed that you withdraw from the contract in due time if you send the notice on withdrawal within the specified period for withdrawal.

Inform us about your withdrawal from the contract with an unambiguous statement, from which it is clear that you are withdrawing therefrom to the following email address: support@sailbrace.com.

To withdraw from the purchase contract, you can also use the form available to you at the end of this document. Please send the form to the above-mentioned email address.

In case of withdrawal from the contract, send the received item to us by mail to the following address: SB Group d.o.o., Tržaška cesta 202, 1000 Ljubljana, Slovenia.

The only cost you incur in connection with the withdrawal from the contract is the cost of returning the items. You must return the item to us no later than 14 days after the notice of withdrawal has been sent. It is deemed that the item is returned on time if you send it before the expiration of the 14-day return period.

You must return the item to us undamaged and in the same quantity, unless the item is destroyed, damaged, lost or its quantity has decreased through no fault of your own. Until the moment of withdrawal from the contract, you may not use the items unlimitedly, but only to the extent that you can inspect and test the items to the extent strictly necessary to establish the actual situation. If the value of the items decreases as a result of conduct that

is not strictly necessary to determine the nature, properties and operation of the items, you are responsible for such a reduction in the value.

We will make the refunds, including delivery costs (except for additional delivery costs if you choose non-standard delivery, which is not the most affordable standard form of delivery offered by us), as soon as possible, but no later than within 14 days after we receive the withdrawal notice. We reserve the right to withhold the refund of payments received until the receipt of the returned items or until you provide us with proof that you have sent the items back to us.

If you purchased the items that make up a kit, you can withdraw from the contract only for the entire kit.

3. Material Defects

If you are a consumer (i.e. a natural person who has purchased an item for purposes other than your occupational or gainful activity) and you come from an EU or EEA Member State, you are entitled to protection against material defects under this point.

When is defect deemed material?

A defect is deemed material if:

- item does not have the characteristics necessary for its regular use or placing in circulation;
- item does not have the characteristics necessary for the special use for which the buyer bought it, and this was or should have been known to the seller;
- item does not have the characteristics and features that were expressly or tacitly agreed upon or prescribed;
- delivered item that does not match the sample or model, unless the sample or model was only shown for information purposes.

How do you claim a material defect?

You can exercise your rights arising from a material defect by notifying us of the defect within two months of the day you discovered the defect. In the notification of defect, you must describe the defect in detail and allow us to inspect the item.

We are not responsible for material defects that appear after two years from the date the item was delivered to you. A defect on an item shall be deemed to have existed at the time of delivery if it occurs within six months from the date of delivery.

If you have notified us of the defect correctly, you have the right to request that:

- we rectify the defect on the item or
- we refund a part of the amount paid in proportion to the error or
- replace defective item with new faultless or

- refund the amount paid.

If the existence of a defect on the item is not disputed, we will comply with your request as soon as possible, within eight days at the latest. However, if the existence of a defect on the item is disputed, we will respond to your request in writing and explain our position no later than eight days after receiving your request.

4. Our right to withdraw from the Contract when delivering to Italy if you do not collect the goods in time

If, in case of delivery to Italy, items cannot be successfully delivered to the address you provided when you placed your order, or if you do not take over the items at such address, items will wait for you for 10 days at the nearest GLS depot or GLS store. We will notify you thereof via e-mail address you provided when you placed your order. We will provide you with the location of the depot or GLS shop where the items will wait for you. We will also notify you that if you do not collect the items within 10 days after receiving the notice, we will withdraw from the contract as set out below. You will not incur any additional charges if you collect the items at such location.

If you do not collect the items within the time limit set out above, we have the right to withdraw from the contract without notice period. We will send you withdrawal notice via e-mail. In case of withdrawal, we will refund you within 15 days of withdrawal the amount of the payments you made, reduced for the costs of initial delivery and additional 4 EUR charged to us by the delivery service for returning the items to us. The reduced refund covers the expenses we have objectively incurred because, despite the notification, you did not collect the items within the time given.

If you exercise your right of withdrawal under point 8 of these Terms and Conditions, you are responsible for returning the items to us. If in the cases described above, the items are waiting for you at a depot or GLS store location, you may collect them from such a location at no additional charges. You shall return them to us at your own expense no later than 14 days after the notice of withdrawal has been sent. We will make the refunds in accordance with the point 8 of Terms and Conditions. If you do not collect the items from the depot or GLS store location within 10 days, they will be returned to us by the delivery service. In such case we will make the refunds, including costs of initial delivery (except for additional delivery costs if you have chosen non-standard delivery, which is not the most affordable standard form of delivery offered by us). We will, however, reduce the amount of refund by 4 EUR charged to us by the delivery service for the return of the items. You can avoid this cost by collecting the items from the depot or GLS store location (within the time limit set out above) yourself and returning them to us by another means at your own expense.

5. Complaints procedure

In case of any problems, please contact us by email at support@sailbrace.com, through which you can submit your complaint. The complaint procedure is confidential. We are

SAILBRACE®



Company name: SB Group podjetje za trgovino in
posredništvo d.o.o.
Registered office: Ljubljana
Business address: Tržaška cesta 202, 1000 Ljubljana
Email address: support@sailbrace.com
Website: www.sailbrace.com

convinced that together we can resolve your concerns, problems, or complaints quickly, effectively, and amicably.

6. Out-of-court settlement of consumer disputes

We do not recognize any provider of out-of-court settlement of consumer disputes as competent for resolving consumer disputes that you as a consumer could initiate in accordance with the Out-of-Court Settlement of Consumer Disputes Act.

FORM FOR EXERCISING THE CONSUMER'S RIGHT OF WITHDRAWAL

I inform you that I withdraw from the contract for the purchase of the following goods:

1. Order number: _____
2. Order date: _____
3. I withdraw from the purchase (please tick as appropriate):
 € fully
 € partly, for the following items: _____

4. Personal details:
Name and Surname: _____
Address: _____