

## TERMS AND CONDITIONS

These Terms and Conditions represent an agreement between SB Group d.o.o. (hereinafter "SB GROUP" or "we" and similar derivatives) and you. These Terms and Conditions govern the terms of use of the website and the e-shop at <https://www.sailbrace.com> (hereinafter referred to as the "website" or "e-shop"), your and our rights and obligations, and the content of the purchase agreement between you and us regarding purchased items.

You are bound by the Terms and Conditions in force at the time you place your online order. At the beginning of the purchase process, we will remind you of the Terms and Conditions and ask you to confirm that you are acquainted with them and that you agree with them.

In the e-shop, the purchase is not possible for customers who are legal entities. However, we are happy to be available for all legal entities at the e-mail address [support@sailbrace.com](mailto:support@sailbrace.com), where legal entities can arrange the purchase of the desired items. Legal entities can also order custom-made items from us. These Terms and Conditions do not apply to purchases or orders from legal entities.

### 1. Information about SB GROUP

|                      |  |
|----------------------|--|
| Company name:        | SB Group podjetje za trgovino in posredništvo d.o.o.             |
| Short company name:  | SB Group d.o.o.  |
| Registered office:   | Ljubljana  |
| Business address:    | Tržaška cesta 202, 1000 Ljubljana, Slovenia                      |
| Registration number: | 7078021000   |
| Tax number:          | SI 36423912  |
| E-mail address:      | <a href="mailto:support@sailbrace.com">support@sailbrace.com</a> |

SB GROUP manages the e-shop and is also an e-commerce service provider.

### 2. Offer and Prices of Items on the Website

Due to the nature of online business, the content of the website and the offer of items thereon may change all the time. Items' prices may also change.

All items' prices are in euros (EUR) and all prices include VAT.

The prices of certain items may be reduced. Discounted items will be clearly marked in the way that in addition to the regular price the reduced price will be clearly showed.

From time to time, we also show you various special offers and promotional codes for applying for a certain discount. To claim the discount, enter the discount code in the course of online purchase process (see point 3 below).

Items on the website are not intended for children.

The quantity of items that you can buy at once or in a certain period can be limited at any time. Items must not be purchased for the purpose of reselling them for the purpose of making a profit and such resale or other use for the purpose of making a profit is prohibited. Any processing, copying or other imitation of items or other content on the website is also prohibited.

### **3. Purchase Process on the Website**

#### ***Selecting Items***

To start the purchase process, click on the "Add to cart" button on the website for the desired item.

You can add additional quantities of items in the cart by specifying the quantity and clicking the "Update cart" button. All items you add to your cart will be stored in your cart.

You can easily remove items from the cart by clicking on the bin symbol in the cart below the "Remove" column.

You can enter the cart at any time by clicking on the cart symbol in the upper right corner of the e-shop.

Already at this step of the purchase process we will remind you of the Terms and Conditions and ask you to confirm that you are acquainted with them and that you agree with them before you proceed with the purchase.

To continue the purchase of selected items in the cart, click the "Continue to checkout" button.

#### ***Contact Details***

In the next step, you fill in the contact information. You fill in your email address so that we can contact you and the delivery address information. You can save contact information for future purchases by checking the "Save this information for next time" section. We also offer you the option to fill in the contact details for delivery and payment in this step via the PayPal Express checkout function if you are a user of this service.

In this step, you can also enter a discount code, if you have one, and we will include discount in the price of the item.

When you are done with all the above, you click the "Continue to shipping options" button and you will be redirected to the step in which you select the shipping method.

## ***Ways of Shipping***

Possible ways of shipping and costs depend on the country of destination and the selected items (see section 6 below).

Depending on the selected items and the shipping address, you will be given a choice of the ways of shipping with an indication of their cost. Once you have selected the way of shipping, you can continue the purchase process by clicking on the "Continue to payment methods" button.

Also, in this step you can enter the discount code if you have one and we will include discount in the price of the item.

## ***Data Verification, Payment Methods and Order Placing***

In this step, you select a payment method and fill in the required payment information.

Also, in this step you can enter the discount code if you have one and we will include discount in the price of the item.

Before you place an order all the key information about the order will be displayed on the screen so that you can check it and correct any input errors if necessary by returning to the previous steps. The system will visibly warn you along the way in the purchasing process if you forget to fill in a mandatory section with information for the order.

The order will be placed when you click on the "Confirm purchase" button.

### **4. When is the Purchase Contract concluded?**

The purchase contract is concluded between you and SB GROUP when you receive an order confirmation email to the email address you provided. From this moment, all prices and other conditions are fixed and apply to SB GROUP as well as to you as buyer.

The purchase contract is an order confirmation email together with these Terms and Conditions.

The order confirmation email is stored electronically on the SB GROUP server.

### **5. Payment and Invoicing**

You have two payment methods available:

- Credit card payment
- Payment via PayPal.

Payment must be made no later than 24 hours after you have confirmed your purchase. If for any reason your payment for the items is not made within 24 hours after you receive the order

confirmation email, the purchase contract is considered to be terminated. We will notify you thereof via email.

We will send you an invoice for the purchase to your e-mail address.

## **6. Shipping of Items**

We ship items as soon as possible after the purchase contract has been concluded and the payment for the items has been made.

Possible ways of shipping and shipping costs depend on the country of destination and the selected items. The following ways of shipping are generally available:

- Standard shipping, with an estimated delivery time usually between 5 and 10 days;
- Express shipping, with an estimated delivery time usually between 1 and 3 days.

Possible ways of shipping and their prices for different countries are listed [here](#).

We deliver items almost all over the world, except to Belarus, Russia, Turkey, Asia, and Africa.

In no event are we responsible for the delivery of the items within the usual time frames provided next to each way of shipping. These shipping deadlines are provided for informational purposes only.

## **7. 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 rights set out in this point.

You have the right to notify us within 14 days from the day you receive the items that you are withdrawing from the purchase contract. If you have ordered more than one item with one order, the period for withdrawal starts on the day you receive the last item. You do not need to give any reason for your withdrawal. 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](mailto:support@sailbrace.com).

To withdraw from the purchase contract, you can also use the form available to you [here](#) that you send 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.

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.

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.

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.

Consumers who do not come from EU or EEA Member States do not have the rights set out in this point 7.

## **8. 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 is the suitability of the item checked?***

The suitability of an item is checked with another, faultless item of the same type, as well as with the manufacturer's statements or statements on the item itself.

### ***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.

## **9. Warranty for items if you are from a non-EU or non-EEA country**

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 a country that is not a member of the EU or the EEA, we offer you a two-month warranty on the items. The warranty includes a warranty for items with defects as defined in the previous point of these Terms and Conditions, which appear within two months of the receipt of the item. We will replace the item with such a defect. You must notify us of the defect within eight days of the occurrence of the defect, otherwise you lose the right to have your item replaced.

## **10. Protection of Personal Data**

At SB GROUP, we take the protection of your personal data very seriously. You can find everything about the protection of your personal data in our [Privacy Policy](#).

## **11. Limitation and Exclusion of Liability**

You are solely responsible that information you provide to us within the website are correct and up-to-date and we do not accept any responsibility for any consequences that may arise as a result of incorrect information.

We are also not liable to the fullest extent permitted by law for the proper operation of the PayPal Express checkout function or other functions for payment or data entry provided by third parties, and we are not liable for any costs or damages in this regard.

SB GROUP assumes no responsibility in relation to anyone other than you in connection with the items and e-commerce services offered. In relation to you, SB GROUP is only liable for direct damage that would occur to you if it was caused by gross negligence or intentionally. Liability for indirect or other damages (for example, indirect damages including loss of profit, loss of savings or damage as a result of data loss), as well as for damage caused by third parties, is expressly excluded.

## **12. Applicable Law**

These General Terms and Conditions, the purchase contract and the relationships between you and us are governed by Slovenian law, except in cases where, in addition to Slovenian law, consumer protection provisions of the law of another country must be applied under EU law.

## **13. Complaints and Dispute Resolution**

### ***Complaints procedure***

At SB GROUP, we comply with applicable consumer protection legislation and make every effort to ensure an effective complaint handling system.

In case of any problems, please contact us by email at [support@sailbrace.com](mailto:support@sailbrace.com), through which you can submit your complaint. The complaint procedure is confidential. We are convinced that together we can resolve your concerns, problems, or complaints quickly, effectively, and amicably.

### ***Out-of-court settlement of consumer disputes***

SB GROUP does 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.

As a provider of goods and services that enable e-shop in Slovenia, we publish an electronic link to the online consumer dispute resolution platform (SRPS) on our website. The platform is available [here](#).

You can also download and save these Terms and Conditions in PDF format: [Terms and conditions in PDF format](#)