

## The Purchase of Goods Agreement

Concluded on \_\_\_\_\_, in between:

1. **THE FIRMA 0.2 D.O.O. BEOGRAD-STARI GRAD**, with its registered office at the address: Čubrina 1, Belgrade, registration number: 21655821, TIN:112348594, represented by Marija Tarlać (hereinafter: "**Seller**")
2. \_\_\_\_\_, with residence at the address: \_\_\_\_\_ (hereinafter: "**Buyer**").

(hereinafter: the "**Agreement**")

### Subject of the agreement

#### Article 1

With this contract, the Seller sells, and the Buyer buys \_\_\_\_\_ (enter the name of the goods, quantity) (hereinafter: "**Goods**").

The Seller is obliged to hand over the Goods to the buyer so that the buyer becomes its owner, while the Buyer is obliged to pay the price and take over the Goods. The Goods will be handed over according to the General Terms and Conditions.

This Agreement is concluded as a contract of sale outside the business premises in the sense of the Consumer Protection Act (hereinafter: the "**Law**") because it is concluded outside the business premises where Seller performs his activity.

### Preconditions for concluding a contract

#### Article 2

By concluding this Agreement, the Buyer confirms that the Seller informed him in Serbian before concluding it about the following:

- the basic characteristics of the Goods;
- business name, personal identification number, registered office address and telephone number;
- selling price;
- method of payment, method of delivery and deadline for delivering the Goods;
- the existence of legal liability for non-compliance of the Goods with the contract;
- the manner of filing a complaint to the Seller, and especially the place of receipt of the complaint and the manner of the Seller's actions according to them, as well as the conditions related to the accomplishment of the Buyer's rights based on compliance;
- the information that the Buyer may use the right to withdraw from the Contract, together with the exception when he cannot exercise that right.

### The right to withdraw from the contract and the exception to that right

#### Article 3

An essential part of the distance contract is the right to withdraw from the contract within 14 days without giving a reason. The period of 14 days begins to run from the day when the Goods are delivered to the Buyer or a third party designated by the Buyer (and not the carrier) and expires on the 14th day from the day of receipt of the Goods.

In order to fulfil your right to withdraw from the contract, it is necessary to provide the Seller with an irrevocable statement on withdraw of the contract, which form has been provided by the Seller to the Buyer electronically.

The Buyer is obliged to return the Goods to the Seller, within 14 days from the day of sending the statement of withdrawal. Regarding to it, it will be considered that the Goods have been returned if the Buyer sent them before the expiration of the 14-day period, which period is calculated from the day of sending the statement of withdrawal.

The costs of returning the Goods shall be borne by the Buyer who has withdrawn from the concluded contract. The Buyer is obliged to send the Goods back to the Seller via the courier service that delivered the Goods to the Buyer (Post of Serbia or DHL).

The Seller is obliged to refund the price paid to the Buyer, for the returned Goods, within 14 days from the date of receiving the statement of withdraw, in the same way as the payment was made by the Buyer. Also, the Seller is obliged to refund the delivery expenses to the Buyer (if any), no later than 14 days from the date from the date of receiving the statement of withdraw.

The Buyer has no right to withdraw from the concluded contract in the case of ordering Goods made according to his/her instructions (including the requirement that the existing model of clothing and / or footwear be made in another color or size is not available otherwise). Namely, in that case, it is considered that the Goods were produced according to the special requirements of the Buyer. Additionally, the Buyer is not entitled to withdraw from the concluded contract in the case of ordering Goods - a cosmetic product manufactured by Augustinus Bader, which delivery was sealed and the Buyer unsealed it after receiving. Namely, in that case, the Goods cannot be returned due to health reason or hygienic reasons, because those goods were unsealed after delivery.

#### **Obligation to deliver goods**

##### **Article 4**

The Goods are being delivered on the territory of the Republic of Serbia within 14 days from the day of shipping the Goods (confirmed in the Shipping Confirmation), or within 14 working days from the day of shipping the Goods (confirmed in the Shipping Confirmation) if the Goods are being delivered internationally.

The Seller should cover the shipping costs of the Goods in the Republic of Serbia in any case. On the other hand, if the Goods are being delivered internationally, the Buyer covers the shipping costs of the Goods in the amount of EUR 30.00 (in dinar equivalent according to the selling rate of the specific currency of the National Bank of Serbia on the day of payment). The shipping costs of the Goods will be charged at the same time when the Goods are being paid.

#### **Conformity of goods**

##### **Article 5**

It is assumed that the delivered Goods are in accordance with the Contract:

- 1) if it corresponds to the description given by the Seller and if it has the characteristics of the Goods that the Seller has shown to the Buyer as a sample or a model;
- 2) if it has the characteristics suitable for the particular purpose for which the Buyer is ordering it, and which has been known to the Seller or must have been known to him at the time of concluding the contract;
- 3) if it has the characteristics necessary for the regular use of goods of the same type;
- 4) if the quality and the functionality correspond to what is usual for goods of the same type and what the Buyer can reasonably expect considering the nature of the goods and promises about the special characteristics of the goods given by the Seller or his representatives.

If the delivered goods do not comply with the contract, the Buyer who has notified the Seller of the non-conformity, has the right to request from the Seller to eliminate the lack of conformity, free of charge, or to request an appropriate price reduction or termination of contract regarding that Goods.

The Buyer cannot terminate the contract if the non-conformity of the goods is insignificant

### ***Exercise of rights due to non-conformity of the Goods***

#### **Article 6**

The Buyer may send his complaint together with a photograph of the non-conform Goods to the Seller with a detailed explanation what the non-conformity consists of (hereinafter: "**Complaint**") within 8 days of receiving the Goods or no later than 2 years from the day of receiving the Goods.

Complaints together with a photo of non-compliant goods is supposed to be submitted in electronic form on the email address: [info@marijatarlac.com](mailto:info@marijatarlac.com)

If the payment was made using payment cards Visa, MasterCard, Maestro, American Express, DinaCard, the Buyer must also state in the Complaint the data of the confirmation of successful payment (TRANSACTION\_ID, AUTH\_CODE).

The Seller is obliged to confirm to Buyer the receipt of the Complaint within 48 hours of receiving the Complaint. The Seller is obliged to respond to the Buyers complaint, no later than within 8 days from the day of receipt of the complaint, in writing or electronically. The Seller's response to the Complaint must contain a decision on whether the Seller accepts the complaint. It must contain a statement about the buyer's complaint and a concrete proposal and a deadline for resolving the complaint, which can't be longer than 8 days.

The Seller will not accept Complaints that are unclear, incomplete and submitted late or delivered photo of non-conformed Goods has not showing the reason for the complaint, as well as Complaints that are not submitted by the Buyer or a person authorized to represent the Buyer.

In case that the Complaint is accepted by the Seller, the Buyer is obliged to send the Goods back through the courier service that delivered the goods to the Buyer (Post of Serbia or DHL) at the expense of the Seller.

If the Buyer returns the Goods delivered to him/her, the Buyer is obliged to return it packed in the same way it was packed when he received the Goods. In case the package in which the Goods were sent is damaged, or if the Goods are additionally damaged during transport, the Buyer or carrier is obliged to compensate the damage to the Seller.

### **Payment of the price**

#### **Article 7**

The Buyer is obliged to pay the Seller the amount of \_\_\_\_\_ (price + VAT) for the Goods which are the subject of this Agreement.

### **General Terms and Conditions**

#### **Article 8**

Having this Agreement signed, the Buyer confirms that the Seller has handed over the General Terms and Conditions, which are an integral part of the contract.

### **Out-of-court dispute resolution**

#### **Article 9**

In case of a dispute, the contractors agree to try to resolve it out of court in accordance with the provisions on consumer disputes prescribed by law.

**Number of copies of the contract**

**Article 10**

The contract was concluded through the different means of communication: the Internet, in two original copies, one for each contracting party.

SELLER

BUYER

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