

## **General Terms and Conditions**

### **1. Introductory terms**

General Terms and Conditions (Terms) define the contractual relationship between Mediterra Herbal d.o.o, Ul. Hrvoja Macanovića 24, 10000 Zagreb, Republic of Croatia, OIB: 91913054666, as a seller and provider of e-commerce services at [www.uchka.eu](http://www.uchka.eu) and private individual or legal entity, user or customer on the said website.

Mediterra Herbal d.o.o. was entered in the Court Register at the Commercial Court in Zagreb, MBS: 130090915, with a share capital of EUR 6.560,00 (paid in full), represented by the Managing Director Ivana Šimatović.

The General Terms and Conditions prescribe the terms and conditions of use of the website [www.uchka.eu](http://www.uchka.eu) for users. By using this website, users confirm that they agree with these Terms and agree to use the website [www.uchka.eu](http://www.uchka.eu) in accordance with them.

Mediterra Herbal d.o.o. has the right at any time, and without prior notice, to terminate and/or amend any of the General Terms and Conditions set forth herein. The changes take effect at the time of publication on the website [www.uchka.eu](http://www.uchka.eu).

By accepting the Terms, the user confirms that he is an adult and capable of business. The user is responsible for the accuracy and completeness of all data entered on the website [www.uchka.eu](http://www.uchka.eu).

By using this website, the user confirms that he is familiar with and agrees with the General Terms and Conditions.

### **2. Purchase Contract**

The contract concluded by the Buyer with Mediterra Herbal d.o.o. for the purchase of products is a one-time purchase contract executed by delivery of goods by Mediterra Herbal and payment made by the Buyer, if it is not previously terminated. These General Terms and Conditions are an integral part of the Purchase Contract. When concluding a distance contract, by ordering and confirming an order on the website, a Proposal of Purchase Contract is created. Receipt of the order Mediterra Herbal confirms by e-mail. The Purchase Contract is completed by confirming the Proposal in the form of sending the ordered goods.

Visitors of the website [www.uchka.eu](http://www.uchka.eu) can order and buy products as a guest or registered user. The purchase process is as follows:

1. Select the desired product and click "Add to Cart". By entering the "Cart" menu, you have an insight into the selected products, their quantity and price. If you want to empty the cart, click on the "Remove" option next to the selected product.
2. When you have completed the selection of the desired products, click "Go to payment", after which the "Payment" page will open.
3. On the "Payment" page, enter the required information, select the payment method, and read the General Terms and Conditions.
4. Click "Order" to complete the order. By accepting the order, you accept the General Terms and Conditions.

Upon completion of the order process, a notification is displayed on the screen that the order has been received and the order number is indicated. The customer receives an order confirmation at the e-mail address provided during the purchase process. By ordering on our website, the Customer agrees for the invoice to be sent in electronic form to his e-mail address. The invoice is sent together with the delivery confirmation e-mail. If the Buyer wants to receive the invoice in paper form, he needs to send a request to the e-mail address [support@uchka.eu](mailto:support@uchka.eu) and we will deliver it together with the ordered products.

We deliver the products in the amount usual for personal use. In specific cases, for example in the case of a discount or sale, Mediterra Herbal has the right to determine the maximum quantity for delivery.

When paying by cash on delivery, the order is considered concluded after the purchase process is completed.

The purchase contract between the Buyer and the Seller is considered concluded after the order is concluded. These General Terms and Conditions form an integral part of the purchase contract between the Buyer and the Seller. The regulations in force in the Republic of Croatia apply to the purchase contract.

### **3. Methods of payment and delivery**

#### PAYMENT METHODS:

During the purchase process, you can choose the method of payment on the website from the options we offer.

The prices of the products shown on the website are valid for all forms of payment and are expressed in the currency: euro (€; EUR) and with VAT already included.

Payment of the product price and delivery costs is possible in the following ways:

- Payment in cash upon receipt of the shipment, where the courier is paid the full amount indicated on the invoice, which includes the price of the product and the cost of delivery. Cash on delivery is only possible for delivery within Croatia.
- Payment with a credit or debit card, where one-off online payment is possible by using the following cards: Maestro, MasterCard, Visa, Diners and Discover, which includes the price of the product and the cost of delivery.

#### Security Statement of Online Payments:

When paying on our web shop, you are using CorvusPay - an advanced system for safe payment card acceptance online.

The CorvusPay system ensures the complete secrecy of your card and personal data from the moment you enroll them in the CorvusPay payment form. Payment data is forwarded encrypted from your web browser to the bank that has issued your card. Our store never comes in contact with complete data on your payment card. Also, the data is unavailable even to the CorvusPay system staff. The isolated nucleus conveys independently and controls sensitive data, keeping them completely safe.

The form of payment data enrollment is provided by the SSL transport code of the highest reliability. All stored data is further protected by encryption, using a cryptographic device certified according to the FIPS 140-2 Level 3 standard. CorvusPay meets all requirements related to the safety of online payments prescribed by leading card brands, that is, operates in accordance with the norms-PCI DSS Level 1-the highest safety standard of the payment card industry. When paying with cards included in the 3-D secure program, your bank with the validity of the card itself, further confirms your identity using token or password.

CorvusPay considers all the information collected as secret and treats them accordingly. Information is used solely for the purposes for which they are intended. Your sensitive data is completely safe, and their privacy is guaranteed by the most modern protective mechanisms. Only data necessary to perform the job are collected in accordance with the prescribed demanding procedures for online payment.

Security controls and operational procedures applied to our infrastructure ensure current CorvusPay system reliability. In addition to the maintenance of strict access control, we are conducting regular monitoring of safety and deep checks to prevent the vulnerability of the network, as well as planned implementation of the provisions on information security which permanently maintain and improve the degree of safety system for the protection of your card data. Thanks for using CorvusPay!

All payments will be made in euros. When charging your debit/credit card, the same amount is converted from euros to your local card currency according to the rules that apply to international payments. As a result of the price conversion, there is a possibility of a slight difference in the amount compared to the original price displayed on our website

All the above payment methods may have a fee prescribed by the terms of the place of payment. The fee is borne by the Buyer and is not recoverable by Mediterra Herbal d.o.o.

#### DELIVERY METHODS:

Delivery of products within the Europe is done through the GLS delivery service and is done in accordance with their general terms and conditions, which you can read here: <https://gls-group.eu/HR/hr/odredbe-uvjeti>. Delivery is considered completed at the time of delivery of the product to the delivery service.

Delivery of products outside of Europe is done through the UPS delivery service and is done in accordance with their general terms and conditions, which you can read here: <https://www.ups.com/hr/en/help-center/legal-terms-conditions/service.page>. Delivery is considered completed at the time of delivery of the product to the delivery service.

The usual delivery times of the package are between 2 – 3 working days within Croatia and 5 - 7 working days within the rest of the Europe. The stated delivery deadlines are for information purposes only and are based on the expected delivery deadlines of the delivery service.

#### DELIVERY COSTS:

Delivery of products ordered on the website [www.uchka.eu](http://www.uchka.eu) in the territory of the Republic of Croatia is free of charge for orders over EUR 50.00, and for orders up to EUR 50.00 the delivery is EUR 3.00.

Delivery of products abroad is also possible to the following countries with the costs listed below:

- Austria, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Greece, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Hungary, Monaco, Netherlands, Germany, Poland, Romania, San Marino, Slovakia, Slovenia, Switzerland, United Kingdom – charged 8,00 € for purchase amounts less than 100,00 €, while for purchase amounts greater than 100,00 € delivery is free.
- Canada, Bahrein, Kuwait, Oman, Katar and UAE - charged 65,00 € for purchase amounts less than 270,00 €, while for purchase amounts greater than 270,00 € delivery is free.

When delivering products outside the EU, the buyer himself bears any imported costs of goods and they are not compensable by Mediterra Herbal d.o.o.

#### **4. Parcel delivery**

The ordered products are packed in such a way that they do not get damaged during delivery. The Buyer or recipient of the package is obliged to check the condition of the package during the delivery. In case that the parcel is visibly damaged in transport, recipients are advised not to accept it. In the described situation, we ask the Customer to contact us at the e-mail address [support@uchka.eu](mailto:support@uchka.eu) to agree on further steps.

By signing the parcel acceptance, the Buyer or recipient confirms that he has taken over the package in an undamaged condition. After the Buyer or recipient takes over the package, the delivery service is not responsible for any complaints, damage or reduction of the contents of the accepted package, except with proof that the damage did not occur after delivery.

If the buyer does not take over the parcel or refuses to take over the parcel without a valid reason, the Seller reserves the right to demand reimbursement of handling, transportation and other possible costs.

#### **5. Unilateral termination of the contract**

Pursuant to the Consumer Protection Act, the private individual, the Buyer has the right to withdraw from the contract concluded via the Internet within 14 days of delivery of the goods, without giving a reason.

According to Article 79 of the Consumer Protection Act, a consumer is not entitled to unilateral termination of the contract if:

- the subject of the contract is sealed goods that are not suitable for return due to health or hygiene reasons - if they were opened after delivery,
- the subject of the contract is goods which, due to their nature, after delivery are irreparably mixed with other contents,
- the subject of the contract is perishable goods or goods that expire quickly.

You must notify us of your decision to withdraw from the contract within 14 days of delivery of the goods. You can do this by sending a request for unilateral termination of the contract to [support@uchka.eu](mailto:support@uchka.eu) or you can use a standard withdrawal form and also send it to the specified e-mail address.

In case of unilateral termination of the contract, we act in accordance with the Consumer Protection Act, i.e., the Civil Obligations Act. The funds will be returned without delay, no later than 14 days from the date of termination of the contract. According to the law, we can refund the paid funds only after receiving the returned product. Refunds are made in the manner used to pay for the order.

You are obliged to return the goods without delay, at your own expense, and no later than 14 days from the date of delivery of the unilateral termination of the contract. Products should be sent to the address: Mediterra Herbal d.o.o., Ul. Hrvoja Macanovića 24, 10000 Zagreb, Croatia.

Mediterra Herbal is responsible for material defects of products sold on the website [www.uchka.eu](http://www.uchka.eu) in accordance with positive regulations, especially the Law on Obligations of the Republic of Croatia.

## **6. Complaints**

In case of dissatisfaction with the delivered products, you can send us a complaint. You can submit a complaint in writing to the e-mail address [support@uchka.eu](mailto:support@uchka.eu). In the complaint, be sure to state the order number, account number or your username, so that we can determine with certainty and as quickly as possible to which order the complaint relates. We will confirm the receipt of the complaint in writing without delay and send you the answer no later than the legal deadline of 15 days from the date of receipt of the complaint.

When taking over the parcel, the Buyer is obliged to check the correctness of the same by comparing the received products with the invoice. In case something is missing, he is obliged to send a written complaint to the e-mail address [support@uchka.eu](mailto:support@uchka.eu) within 8 days of receiving the product. Subsequent complaints are not accepted.

The buyer has the right to return the goods in the following cases:

- goods that were delivered are not the ones ordered,
- expired goods have been delivered,
- delivered goods have a defect or damage that did not occur during transport.

If it is determined that the complaint is justified, the Buyer has the right to terminate the contract, refund the amount paid or replace the product. When replacing the product, the Buyer bears the costs of new delivery, and the cost of return is borne by the Seller.

## **7. Discounts and coupons**

In certain situations, on our website, we offer customers the opportunity to use various discounts or coupons. Their use is always defined by the rules about which we inform customers through available communication channels. Unless otherwise stated, each discount or coupon can be used only once and discounts cannot be combined. If the value of the coupon is greater than the total value of the purchase, the difference will not be transferred to the new coupon, nor will the unused amount be reimbursed.

## **8. Legal entities**

When you order products on our website as a legal entity, you are not considered a consumer within the meaning of the Consumer Protection Act, and you are not subject to the provisions of these Terms describing liability for material defects, unilateral contract termination and consumer complaints. The relevant provisions of the Civil Obligations Act and the Electronic Commerce Act apply to legal entities.

## **9. Final word**

You can download General Terms and Conditions [here](#).