

Terms & Conditions

The general terms and conditions of the Modepack webshop are compiled in accordance with the Consumer Protection Act, the General Data Protection Regulation and the Electronic Commerce Act valid in the Republic of Croatia.

These general terms and conditions apply to the use of the Modepack webshop at www.modepack.com and the purchase of products available there. Please read these terms and conditions carefully before use. Your agreement to the terms and conditions set out here is a prerequisite for making your purchase.

- **GENERAL TERMS AND CONDITIONS OF THE WEBSHOP USE**

The webshop available at www.modepack.com was set up by Modepack d.o.o., registered at Velika cesta 33, Zagreb, Croatia, in the Commercial Court of Zagreb under (MBS) 081043741, OIB 84906637874 (hereinafter: 'Modepack' or 'Seller'). If you have any questions, you can contact us at info@modepack.com

Modepack provides a webshop service on a website www.modepack.com. The service consists of providing information services, content management, conducting financial transactions, selling goods between users of the webshop – you as the buyer and us as the seller, and arranging the delivery of items of sale. Webshop service can be used in the territory of the Republic of Croatia, in the European Union (except Cyprus and Malta) and Bosnia and Herzegovina, Serbia, Switzerland, Liechtenstein, Norway and Ukraine.

You agree to these Terms and Conditions electronically when confirming your order at the webshop. We also encourage you to read [the Privacy Policy](#), as well as [the Cookie Policy](#) as these documents, also apply to your use of the webshop.

The user agrees to use the webshop following the positive regulations for reviewing published content, buying available products by submitting legally valid orders and communicating with the seller.

The services we provide to you through the webshop do not include the cost of using the computer equipment and other electronic equipment (electronic devices) and services to access our webshop. Modepack is not responsible for the cost of the phone, data traffic or any other costs that may occur when ordering or browsing the contents of the webshop and using the services provided there.

- **CHANGES TO THE GENERAL TERMS**

A valid version of the General Terms and Conditions for using the webshop is always considered the version published on this site. In the event of a dispute, the version in

force at the time of the purchase will be applied and with which you, as the customer, have expressed your consent at the time of placing the order.

There is a possibility of occasional changes in the General Terms and Conditions of the webshop use to comply with changes in the law and/or our business processes. We are technically unable to notify every user about the changes, so we recommend that you read this text every time you are using the webshop to be familiar with possible changes.

Modepack keeps the right to change or abolish (temporarily or permanently) any of the products or services it provides, as well as to change the content in the webshop, without prior approval or notice, subject to good business practice.

- **CONCLUSION OF SALE AGREEMENT**

When browsing the contents of a web store, you can freely choose the items you want and add them to your cart. This action is not binding in any way. Once you have selected the items you want and are sure you want to buy them, you begin the ordering process, where you enter all the information required to complete the order, confirm your agreement with the General Terms and Conditions of the webshop use, and depending on the payment method selected, make payment. The actions you take and confirm during the order submission process are considered to be a Purchase Agreement and, as such, are binding.

The price of the product listed on the webshop **does not include VAT**. If you are a natural person or a legal entity that is not subject to VAT outside the Republic of Croatia, in this case, you will be charged VAT when making the purchase.

The ordered goods are delivered at prices and conditions valid on the webshop on the day of placing the order, regardless of the prices and conditions valid on the day of the delivery.

These General Terms and Conditions form an integral part of the webshop Purchase Agreement.

After submitting your order using the webshop interface, you will receive an automatically generated order confirmation receipt (hereinafter 'Confirmation') at the email address you entered in the ordering process. An order confirmation is not considered as confirmation of the Purchase Agreement conclusion by the seller but is solely a document confirming the receipt of the order. We reserve the right to refuse an order received if we are unable to execute it according to the quality standards of the Modepack webshop due to exceptional circumstances. The seller is not obliged to make a Purchase Agreement based on the received order in case he is unable to fully fulfil the obligations in the contract. The Purchase Agreement by the seller is

considered to have been concluded at the time of dispatch of the goods and you will be informed by a special e-mail.

- **PRODUCT PRICES AND PAYMENT METHODS**

All product prices on the webshop are **expressed in Croatian kuna (HRK)**, showing **approximate Euro equivalent (EUR)** and do not include VAT. The Euro equivalent (EUR) is calculated using the current middle exchange rate of the Croatian National Bank and is for informational purposes only.

All payment will be effected in Croatian kuna. The amount your credit card will be charged depends on the conversion of the price in Euro into Croatian kuna according to the current middle exchange rate of the Croatian National Bank. When charging your card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion, there is a possibility of a slight difference from the original price stated in our webshop.

In exceptional cases of administrative errors in the pricing of products on webshop, we are under no obligation to make a Purchase Agreement under adverse conditions. If this is the case, we will offer you to buy the product at the right price, without the obligation to accept such an offer. If you do not accept the offer, the amount paid will be refunded if your payment has been previously made.

Products remain the property of the seller until receiving the full payment under the Purchase Agreement, regardless of whether the goods have been delivered.

Confidentiality of your information is protected and secured by using SSL encryption. Pages for web payment are secured by using Secure Socket Layer (SSL) protocol with 128-bit data encryption. SSL encryption is a data coding procedure for prevention of unauthorized access during data transfer.

This enables a secure data transfer and prevents unauthorized data access during communication between a user and Monri WebPay Payment Gateway and vice versa.

Monri WebPay Payment Gateway and financial institutions exchange data by using their virtual private network (VPN) which is also protected from unauthorized access.

Monri Payments is PCI DSS Level 1 certified payment service provider.

Credit card numbers are not stored by Merchant and are not available to unauthorized personnel.

Ordered products or services are paid online by one of the credit cards: American Express, MasterCard, Maestro or Visa.

You will receive the invoice bundled with your merchandise or via email.

- **DELIVERY OF GOODS**

The moment you place an order on the webshop, Modepack receives your order and starts packing the shipment. For card payment, the shipment is packed and shipped immediately upon receipt of the payment and confirmation of the order.

Delivery is made on the territory of the Republic of Croatia, in the countries of the European Union (except Cyprus and Malta) and in Bosnia and Herzegovina, Serbia, Switzerland, Liechtenstein, Norway and Ukraine.

The delivery service is made by the contractual partner DPD Croatia d.o.o. **Delivery for all orders is free.** Detailed shipping conditions can be found at the [Delivery and Return](#).

Modepack will not modify the terms of sale after the conclusion of the contract or cancel delivery of the goods unless, due to a technical error of the inventory tracking system, a particular product that was shown as available is not actually available. In this exceptional case, we will notify you in a timely manner through the contact information you provided when placing your order. We will allow you to choose another product instead of the unavailable product from the original contract, without the obligation to accept such an offer. If you do not accept the offer, the amount paid will be refunded to you.

If your order includes multiple products, one of which is not available, we will notify you in a timely manner and the other products ordered will be delivered in accordance with the contract.

All products will be packaged in transport packaging in such a way that they cannot be damaged by normal handling in transport. The buyer is obliged to check any defects when picking up the product and immediately react to the delivery worker who delivered the goods, or to refuse to accept the package showing any external damage.

The buyer is obliged to sign the delivery note or invoice when picking up the goods, which the delivery service takes as a confirmation of the takeover. The Buyer's signature on the delivery note or invoice of the shipment means that the product was taken over without visible external damage.

- **RIGHT TO UNILATERAL TERMINATION AND RETURN OF GOODS**

Unilateral contract termination and the return of the goods cannot be done for legal entities unless the goods you received are damaged or incomplete, you have the right to terminate the Purchase Agreement within 30 days from the day of taking over the goods or after placing the order.

For natural persons, the return can be made within 14 days of receipt of the goods, and in case the goods you received are damaged or incomplete, you have the right to terminate the Purchase Agreement within 30 days from the day of taking over the goods or after placing the order.

In order to be entitled to unilaterally terminate the Purchase Agreement, it is necessary to submit a copy of the [Form for unilateral termination of the Purchase Agreement](#), together with the original invoice before the expiry of the stated deadline. The form can be submitted in the package with the goods or by e-mail: info@modepack.com

Form for unilateral termination of the Purchase Agreement can be downloaded on this [link](#). You can fill it out electronically or physically after printing.

In the event of termination of the contract, each party is obliged to return to the other what is received under the Agreement. Following Article 72 of the Consumer Protection Act, you are obliged to return the goods received to Modepack, Velika cesta 33, Odra, Zagreb, Croatia.

The prerequisite for the unilateral contract termination is that the goods have not been used and that they are in the original packaging, including the original labels. If the goods have been used and impairment has occurred, upon receipt of the returned goods, we will assess the condition of the goods according to the visible signs of use and determine accordingly what percentage of the refund will be paid to you. In such situations, we will contact you and try to find a mutually acceptable solution.

No later than 30 days after we have received your notice of the decision to terminate the contract, if you have fulfilled your obligation to return the shipped goods, we will refund your payment using the same payment method you used when ordering. Unfortunately, we are unable to recover any additional costs that resulted from your explicit choice of mode of transport, or any other costs associated with the refund process. Shipments that were sent in such a way that they require payment on delivery are also unable to receive.

- **CLAIMS OF DEFECTIVE GOODS**

In very rare cases, when you receive defective goods, you have the right to complain about the goods within the legal time limit under the Consumer Protection Act. In accordance with Article 10 of the Consumer Protection Act, we allow you to submit your complaints to the e-mail address info@modepack.com or by post to Modepack, Velika cesta 33, 10 020, Odra, Zagreb, Croatia. We will respond to all complaints received as soon as possible, but no later than 15 days from the date of receipt of the complaint and will resolve your complaint in the most favourable way possible.

Returns in case of complaint of defective goods shall be made in such a way that upon receipt of the complaint, you send the package to our address with a written notice by e-mail.

If the claim is found to be valid, at our expense we will exchange the goods for the same goods without defects or refund the entire amount paid for the product.

In case the complaint is not valid, if the consumer complaint is rejected, the buyer who filed the complaint will bear the cost of re-delivery of the purchased product to the buyer's address.

- **MODEPACK TRADE RIGHTS AND OBLIGATIONS**

Modepack is obliged to deliver sold item to you at the time and in the manner specified in the Terms of Business after you place an order and pay the purchase price in accordance with Article about Product prices and payment methods. Modepack is responsible for the material defects of the goods it sells on the webshop in accordance with Croatian positive regulations, in particular, the Law on Obligations of the Republic of Croatia.

Modepack offers products that we own exclusively in the webshop.

Modepack is obliged to provide true information about the offered goods and to provide complete information on payment of the purchase price and delivery of the goods.

The webshop may be temporarily unavailable or only available to a limited extent, as a result of regular maintenance or system upgrades, due to technical issues, force majeure issues, or other causes. Modepack (as well as third parties associated with it) is not responsible, regardless of cause and duration, for any unavailability of the webshop, any delay or interruption in the transmission of information, partial or complete interruption or malfunction and/or technical problems that may lead to incorrect data processing and any claims or losses arising therefrom. Modepack will not be liable for any inability or delay in performing any of the obligations it has under these Terms or any contract, if it is the result of an action or event beyond the reasonable control of Modepack, including the failure of public or private telecommunications networks. In that event, Modepack will use its reasonable efforts to fulfil its obligations as soon as possible upon the termination of such emergency action or event.

- **BUYER TRADE RIGHTS AND OBLIGATIONS**

You are obliged to take over the purchased products upon delivery. For all complaints, you are authorized to contact us according to the instructions above.

You are responsible for any impairment of goods as a result of handling the goods, from the time they are taken over except for what was necessary to determine the nature and characteristics of the goods.

- **DATA AND PRIVACY POLICY RULES**

Modepack obliged to protect the privacy of the personal information of all users of the Modepack webshop and will treat it in accordance with the General Data Protection Regulation and other applicable regulations.

The Privacy Policy, including the Cookies Policy, is considered as an integral part of the Modepack General Terms and Conditions and is available on the [Privacy and Cookie Policy](#).

- **COMMUNICATION, COMPLAINTS AND METHOD OF DISPUTE RESOLUTION**

In case you notice an error, problem, violation, unacceptable content, etc. posted on Modepack webshop, you can contact us or file a complaint via info@modepack.com. We will respond to such a written objection within 15 days of receipt.

Croatian law shall apply to these General Terms and Conditions and all contracts.

We hereby inform you of our goodwill to resolve each dispute amicably by mutual agreement, as well as your right to use out-of-court consumer dispute settlement mechanisms by right of initiating out-of-court dispute settlement proceedings by filing an application with the Court of Honour of the Croatian Chamber of Commerce and/or submitting a reconciliation proposal with the Croatian Chamber of Commerce, and using the [Online Platform for Online Consumer Dispute Resolution](#).

In a court case, the competent court in Zagreb has jurisdiction.

- **ONLINE DISPUTE RESOLUTION**

Starting 15.2.2016., new EU Regulation is applied across the EU, online shopping disputes can be resolved through [the ODR platform](#).

This means that if you encounter a problem while shopping online within the EU (defective product, inability to replace products, etc.), you can file your complaint in a quicker and easier way.

The platform can be used by both consumers and retailers and can be filed in any of the 23 official EU languages.

In a court case, the competent court in Zagreb has jurisdiction.