

## General terms of business

The general terms and conditions of the Broken Bones online store have been compiled in accordance with the Customer Protection Act (ZVPot), the Personal Data Protection Act (ZVOP-1) and the Electronic Communications Act (ZEKom-1).

The Broken Bones online store (hereinafter also referred to as the "store") is operated by Broken Bones d.o.o., Tržaška cesta 132, 1000 Ljubljana, +386 1 330 77 22, info@brokenbones.si, registration number: 8128260000, tax number: SI85140384, which is also an e-commerce service provider (hereinafter also referred to as a recompany or Broken Bones). The company is registered at the District Court in Ljubljana, SRG entry: 2008/30223.

The General Terms and Conditions determine the operation of the Broken Bones online store, the rights and obligations of the customer and the store, and regulate the business relationship between Broken Bones and the customer.

The customer is bound by the general conditions that are valid at the time of purchase (placing an online order). When placing an order, the customer is reminded of the general terms and conditions and confirms his acquaintance with them by placing an order. Upon confirmation of the order, the customer receives them in PDF format.

## Types of customers

The sale of alcoholic beverages is not permitted to persons under 18 years of age.

A visitor to the Broken Bones online store can make a purchase without or by registering with the Broken Bones online store.

The visitor can register online by providing the following information:

- name and surname,
- e-mail address (username)
- phone number,
- address,
- password.

Registration is also possible during the purchase process.

After registration, the user account is accessed by logging in. Login means that in the entry and the next purchase is made only by entering the username and password.

If the customer wishes to change his e-mail address at any time later, he must send a request to info@brokenbones.si. The change of e-mail address will be made on the same or the next working day at the latest, and the customer will be notified via e-mail.

The customer can close the user account at any time by sending a request to cancel the user account to the contact address info@brokenbones.si. Proof of identity and address must be provided in writing. After confirmation of account closure by Broken Bones, the customer's account is deleted.

In case of suspicion of abuse, the customer is obliged to immediately notify Broken Bones on tel. no. +386 1 330 77 22.

## Availability of information

Broken Bones undertakes to provide the customer with the following information before he/she is bound by the contract or offer:

1. information about Broken Bones (name and registered office, registration number),
2. contact details that enable the customer to communicate quickly and efficiently (e-mail, telephone),
3. essential characteristics of the articles,
4. availability of items (any item offered on the website should be available within a reasonable time),
5. conditions of delivery of items (method, place and deadline of delivery),
6. prices, which must be clearly and unambiguously set. It must be shown whether they already include taxes, transport costs and other costs.
7. method of payment and delivery or fulfillment,
8. the deadline within which it is possible to withdraw from the contract and the conditions for withdrawal (description of the right of withdrawal in accordance with Article 43c ZVPot; in cases where the customer does not have the right of withdrawal in accordance with Article 43c ZVPot, it is explicitly informed),
9. clarification of the complaint procedure, including all details of the contact person or customer service.

Item labels

- An item labeled "New" is a newly added item to the Broken Bones range. It will be exposed to this label for a maximum of 2 months.
- Item marked "Currently out of stock" is not currently available.
- An item marked "Sold out" is no longer available.

## Ordering process

Ordering is in Slovenian or English. Products are selected and ordered from the list of products at [www.brokenbones.si](http://www.brokenbones.si). All products are available until stocks last.

Ordering procedure:

The customer selects the desired product by clicking on the "add to cart" icon.

Before completing the purchase, the customer is redirected to register or is requested to provide information necessary for the execution of the contract, namely:

- address of residence (street, street number, postal code, place, country)
- delivery address (street, street number, postcode, place, country)
- telephone number
- other information related to the purchase (hereinafter all the above information is also uniformly called "customer information")

Before placing the order, the draft order is prepared, ready for submission, so that the customer has the opportunity to check the correctness of the entered data or identify possible errors and correct or change the information related to the order (quantity and type of products, customer information, method and place of delivery and method of payment).

By clicking on the "confirm order" icon, the customer declares that he fully understands and agrees with GTB, that he has the appropriate legal capacity to conclude a sales contract (or that it has not been limited or revoked) and that he is of legal age. By clicking on "confirm order", the order is forwarded to the provider's information system.

The company can confirm the received order or reject it with a reason (eg the product is not in stock, the requirement for appropriate payment is not met, due to the entry and publication of a clearly incorrect price due to automated data transfer, etc.). The company reserves the right to reject the order if the customer has outstanding obligations to the company from previous orders, if he is in dispute with the company regarding the purchase through [www.brokenbones.si](http://www.brokenbones.si) or if he abuses the right to withdraw from the contract. In the case

of rejection of the order, the customer receives the notification "order rejected", and in the case when part of the products from the order cannot be delivered, "the order is partially rejected".

The purchase agreement between Broken Bones and the customer is concluded in the Broken Bones online store at the moment when Broken Bones sends the customer the first electronic message about the status of his order (with the title: confirmation of receipt of the order). From this point on, all prices and other conditions are fixed and apply to both Broken Bones and the customer.

The customer is a person with the data as stated when placing the order. It is not possible to change customer data later.

### **Methods of payment**

Broken Bones allows the following payment methods:

- credit card (MasterCard, Visa, Visa Electron, BA Maestro, Diners club). The payer (data in the customer's account) must be the same person or organization as the owner of the payment or credit card,
- PayPal

When paying by credit card online, in case of order cancellation or change of payment method, please inform us at info@brokenbones.si for refund of the purchase price.

### **Issuance of invoice**

After shipping the ordered items, Broken Bones sends the invoice to the customer in pdf format to the customer's e-mail address. In the case of personal collection at the collection point, the customer receives a printed invoice for the purchased items upon receipt.

The customer is obliged to check the correctness of the data before placing the order. Subsequent objections regarding the correctness of the issued invoices will not be taken into account.

Prodajalec mora za dobavo  
blaga ali storitev izdati račun  
in ga izročiti kupcu.

Kupec mora prevzeti račun  
in ga zadržati neposredno  
po odhodu iz poslovnega  
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[www.fu.gov.si/blagajne](http://www.fu.gov.si/blagajne)

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#### Prices

All prices include VAT.

Prices are valid at the time of placing the order and do not have a predetermined validity.

Prices are valid in case of payment with the above payment methods, under the above conditions. Despite tremendous efforts to provide the most up-to-date and accurate information, price information may be inaccurate. In this case, or in the event that the price of the item changes during the processing of the order, Broken Bones will allow the customer to withdraw from the purchase.

Funds paid according to gift certificates, bonuses and proforma invoices are not remunerated. Gift certificates and discount bonus codes cannot be exchanged for cash.

#### Promotional code

The promotional code brings various benefits when purchasing and is time-limited.

In the event that the customer uses the promotional code, but later cancels the order with the used code at his own will, or the shipment is damaged during transport, he is no longer entitled to a new benefit from this code.

Using a promotional code:

- Select the items you want to buy and put them in the cart. When you have finished adding items to the cart, continue by clicking on the Checkout button. Select a delivery method, specify a delivery address, and select a payment method.
- In the same step, enter the promotional code in the Gift certificate, promotional code, discount code field and confirm the entry by clicking on the Use coupon code button.
- Only one promotional code can be used in each purchase (for example: when ordering 2 items, you can use a maximum of 1 promotional code at a time).
- The value of your order must be at least € 1 higher than the value of the promotional code for the discount.
- Then click the check mark button.
- When you enter the promotional code, the value of the promotional code is automatically deducted from the price of your order in the last step - Order Summary. The amount that still needs to be paid remains.
- It is not possible to combine different forms of benefits (discount code, promotional code and bonus) within the same order.

#### **The order has been shipped / The order is ready to be picked up**

Broken Bones prepares, sends the item within the agreed deadline and notifies the customer by e-mail.

#### **The right of withdrawal of the customer from the contract**

##### **Products**

Broken Bones informs the customer in an e-mail about the policy of withdrawal from the contract, contact in case of delay in delivery or in case of complaint.

In the event that the customer decides to cancel the order, he must immediately inform the company on the general assistance telephone number +386 1 330 77 22 or by e-mail to info@brokenbones.si. If the order is already shipped, the customer rejects the shipment to the delivery service.

The customer (this applies only to natural persons who acquire the item for purposes outside their gainful activity) has the right to notify the company within 14 days of receipt of the items that he withdraws from the contract without having to state the reason for his decision. The deadline starts one day after the date of receipt of the items.

The form for withdrawal from the contract of articles is available to the customer in Annex no. 1.

In case of withdrawal from the contract, the customer returns the received item or by mail to the address of the company's warehouse: Broken Bones d.o.o., Tržaška 132, 1000 Ljubljana, Slovenia or personally brings it to the company's address. The item must be returned to the company no later than 14 days from the notification of withdrawal from the contract (purchase).

The return of the received items to the company within the deadline for withdrawal from the contract is considered a notice of withdrawal from the contract.

The customer must return the item to the company undamaged and in unaltered quantity, unless the item is destroyed, damaged, lost or its quantity has decreased without the fault of the customer. The customer may not use it unhindered until the withdrawal from the contract. The customer may inspect and test the items to the extent strictly necessary to establish the actual situation. The customer is responsible for the reduction in the value of the goods if the reduction is due to conduct that is not necessarily necessary to determine the nature, properties and functioning of the goods.

The only cost borne by the customer in connection with the withdrawal from the contract is the cost of returning the items.

Reimbursement of payments made, including delivery costs (except for additional costs due to the choice of delivery type, which is not the most affordable standard form of delivery offered by the company) will be made as soon as possible, but no later than 14 days after receipt of notice of withdrawal. The company returns the received payments to the customer with the same means of payment as used by the customer (which is most common with payment to a transaction account).

Upon withdrawal from the contract where the promotional code was used, these funds are considered as a discount and are not returned to the customer. Only the amount paid is returned to the customer. Upon withdrawal from the contract, the gift voucher is considered as a means of payment and returned to the customer as a gift voucher, and the amount paid is returned to the customer.

The right to a refund of the purchase price in the event of a warranty claim and material defects is regulated in more detail by the provisions of the Customer Protection Act (ZVPot).

### **Visits of groups and individuals – services**

In the case of cancellation of the visit of a rounded group or an individual, the money will not be refunded, but the following conditions apply:

- 24 hours or more before the event - we offer you the possibility to move the date. You must notify the new date at the same time as the cancellation of the booked appointment.
- 24 hours or less before the event - there is no possibility of rescheduling the appointment

### **Purchase by companies**

The purchase process for companies is exactly the same as for natural persons, except that in the first step you enter the name, tax number and address of the company and confirm your agreement with the terms of business. If you want a company account, you accept the terms and conditions that apply to companies.

The Broken Bones online store provides companies with the following payment methods:

- with a payment or credit card (MasterCard, Visa, Visa Electron, BA Maestro, Diners club),
- with PayPal.

We enable companies, sole proprietors and other companies to return the delivered items within the warranty conditions. The listed companies do not have the option to withdraw from the contract within 14 days of receiving the item without a reason, as is the case for customers (natural persons).

No refund for companies is possible. Corporate purchases are also subject to the Broken Bones General Terms and Conditions, and you can read more about refund options below in the refund section.

### **Defect product**

The customer may exercise his rights arising from a material defect if he notifies the company of the defect within two months from the date on which the defect was discovered. The customer must describe the defect in detail in the defect notice and allow the company to inspect the thing.

The company is not liable for material defects in the goods that appear after two years have elapsed since the thing was delivered. A defect in things shall be deemed to have existed at the time of extradition if it occurs within six months of extradition.

The customer, who has correctly notified the company of the defect, has the right to require the company to:

- rectify the defect in the goods or refund part of the amount paid in proportion to the defect, or
- replaces defective goods with new faultless or
- returns the amount paid.

The defect product is:

- the item does not have the properties necessary for its normal use or for marketing,
- the item does not have the properties necessary for the specific use for which the customer is buying it, but which was known to the company or should have been known to him,
- the item does not have features and characteristics that have been explicitly or tacitly agreed or prescribed,
- the company has delivered an item that does not match the pattern or model, unless the pattern or model was shown for notification only.

The customer must inform us of any defect product, together with a detailed description of it, within the legally prescribed period and at the same time allow us to inspect the item. The form for reporting the defect product can be found in Annex no. 2.

Broken Bones must respond to the complaint within 8 days. The right to claim a material defect in an article is regulated in more detail by the provisions of the Consumer Protection Act.

## **Delivery**

The contractual partners of Broken Bones for the delivery of shipments in Slovenia are Pošta Slovenije and GLS, but Broken Bones reserves the right to choose another delivery service if it will be able to fulfill the order more efficiently. You can find more about delivery in appendix no. 3.

## **Security**

Broken Bones undertakes to permanently protect all personal data of the customer in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and ZVOP-1.

All detailed information on the processing of personal data can be found here. The customer must be aware that he is obliged to provide the personal trader with his personal data in the correct and true form, and he is also obliged to inform the online trader about the change of his data. By accepting these terms and conditions, the customer confirms that the personal data provided by him are correct.

Contract for the purchase of products or the submitted order with confirmation is stored in electronic form on the provider's server and is accessible to the customer at any time in his user account (profile). The customer (unregistered customer) can obtain a copy of the order on the basis of a request in which he states the information regarding the completed order, which he sends by e-mail to info@brokenbones.si. The company sends a copy of the contract to the e-mail address that was valid at the time of purchase or by mail to the address of the customer given at the time of purchase. The contract is kept for the time required for the storage of such documents in accordance with the law or accounting standards.

Extent of use of databases and intellectual property rights

Customers of the web portal must take into account the following facts:

- that the databases in the brokenbones.si information system - in full and as individual parts of the system - are protected in accordance with the Copyright and Related Rights Act,
- that the data in the brokenbones.si online services are part of databases in the sense of the provisions of the Copyright and Related Rights Act.

### **Use of data and information from the web portal**

No data or information from the web portal may be used for commercial purposes without the permission of Broken Bones. Data and information from the web portal may not be collected in any public or private database. Publications elsewhere, in any form, are not permitted unless explicitly stated in the individual data and information. The data and information from the web portal can be transferred by the customer to his systems for his own use, without changing the copyright and other related rights. It is allowed to print data and information for the purpose of reading for own or non-commercial purposes. Copying, transmission, republishing, modification of data and information or their sending by post and dissemination in any other way without the prior written permission of brokenbones.si is prohibited.

### **Advertising messages**

Broken Bones will contact the customer via means of distance communication only if the customer does not explicitly object to this, and in accordance with the provisions of ZEKom-1.

Broken Bones promotional emails will contain the following components:

- will be clearly and unambiguously marked as advertising messages,
- the sender of the Broken Bones will be clearly visible,
- Various campaigns, promotions and other marketing techniques will be marked as such. The conditions for participation in them will also be clearly defined,
- the method of unsubscribing from receiving advertising messages will be clearly presented,
- The customer's wish not to receive advertising messages will be expressly respected by Broken Bones.

### **Limitation of Liability**

Broken Bones makes every effort to ensure that the information published on its websites is up-to-date and correct. If the characteristics of the items, delivery time or price change, Broken Bones will notify the customer of the changes and allow him to withdraw from the contract or replace the ordered item.

Broken Bones has the option to withdraw from the contract only if an obvious error is found (Article 46 of the Civil Code). An obvious defect is considered to be a defect in the essential characteristics of the item and all errors that are considered decisive according to the customs of the store or the intention of the customers and which Broken Bones would not confirm or conclude the contract in case of knowledge. This also includes obvious price errors.

In no event shall Broken Bones be liable for any damages, including, but not limited to, any special, punitive, indirect, incidental, or any consequential damages arising out of or in connection with:

1. with any use or inability to use (occasional inactivity) [www.brokenbones.si](http://www.brokenbones.si) or any content found here or published on the website or by the customer;
2. by the actions of any other customer registered or unregistered;
3. any damage or viruses that may infect your computer, phone, tablet, equipment or other property due to accessing, using or browsing this website or downloading any material, data, text, images, videos or sound from the website pages. Broken Bones is also not responsible for any loss resulting from the use of [www.brokenbones.si](http://www.brokenbones.si).

### **Complaints and disputes**



Broken Bones complies with applicable customer protection laws. Broken Bones makes every effort to fulfill its duty to provide an effective grievance redress system.

In case of problems, the customer can contact Broken Bones by phone on 01 330 77 22 or by e-mail at info@brokenbones.si. The appeal procedure is confidential.

Broken Bones is aware that an essential feature of consumer disputes is the disproportion between the economic value of the claim and the time and costs incurred in resolving the dispute, which is also a major obstacle to the customer not initiating litigation. Therefore, Broken Bones strives to the best of its ability to resolve any disputes amicably.

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

In accordance with the legal norms of Broken Bones d.o.o. does not recognize any provider of out-of-court settlement of consumer disputes as competent for resolving consumer disputes that could be initiated by the customer in accordance with the Out-of-Court Settlement of Consumer Disputes Act.

Broken Bones, which as a provider of goods and services enables online trade in the territory of the Republic of Slovenia, publishes an electronic link to the online consumer dispute resolution platform (SRPS) on its website.

The platform is available to the customer here:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

That regulation derives from the Out-of-Court Settlement of Consumer Disputes Act, Regulation (EU) no. Regulation (EC) No 524/2013 of the European Parliament and of the Council on the online settlement of consumer disputes and amending Regulation (EC) No 2016/2004 and Directive 2009/22 / EC.

We wish you plenty of pleasant and affordable shopping!

The conditions are valid from 15 September 2020.

**Annex 1**

**Form for withdrawal from a distance contract**

Broken Bones d.o.o.  
Tržaška cesta 132  
1000 Ljubljana  
phone 01 330 77 22  
e-mail info@brokenbones.si

I would like to inform you that I am withdrawing from the contract concluded at a distance for the purchase of goods (circle or supplement accordingly):

- a) specification of goods: \_\_\_\_\_  
b) resulting from the attached document (purchase order, invoice, receipt)

on the basis of a purchase order / order dated \_\_\_\_\_ in the total amount of \_\_\_\_\_; I received the goods on \_\_\_\_\_.

Name and surname of the customer / consumer \_\_\_\_\_

Address of the customer: \_\_\_\_\_

Telephone number, e-mail address of the customer / consumer (optional): \_\_\_\_\_

Please return the purchase price in the amount of \_\_\_\_\_ EUR, which I paid to you on \_\_\_\_\_, to my transaction account no. : \_\_\_\_\_, opened with the bank \_\_\_\_\_.

In \_\_\_\_\_, on \_\_\_\_\_ (customer's signature)

**Annex 2**

**Form for reporting a defect product**

Broken Bones d.o.o.  
Tržaška cesta 132  
Ljubljana  
phone number: 01 330 77 22  
e-mail: info@brokenbones.si

Name and surname of the customer / consumer \_\_\_\_\_

Address of the customer \_\_\_\_\_

Phone or e-mail address of the customer \_\_\_\_\_

Date and invoice number: \_\_\_\_\_

Defect description for claiming defect product

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of discovery of the defect: \_\_\_\_\_

In case the factual error is justified, I want to:

• Refund of purchase price (specify transaction account number) \_\_\_\_\_  
opened at \_\_\_\_\_

• Replacement for the same product - a replacement for the same product can be provided if the product is in stock in the retail network. If you decide for this option and the product is no longer in stock, we will notify you as soon as possible.

In \_\_\_\_\_, on \_\_\_\_\_ (customer's signature)

## Annex 3

### Method and cost of delivery and order processing

- The cost of home delivery in Slovenia (2-3 days) is included in the price.
- If you are not at the specified address at the time of delivery, GLS will send you a message with instructions on where you can pick up the package or who you can contact to have the package delivered to you again. You can also arrange a new delivery date by phone with a GLS delivery person.
- Upon shipment, you will receive an invoice for your order at the e-mail address with which you placed the online order.

The package leaves us as soon as possible

### Shipping cost

#### Price list:

Home delivery is free. When ordering several pieces of products, a discount of 4 Euros per piece is charged.

#### Delivery anywhere in Slovenia

Our partners deliver packages to the address entered when placing the order.

Since the delivery service delivers items within its working hours (and the postman's patrol time of a certain area), you can also choose to deliver to any other name or address. For example, to work. If delivery to a business address is selected, the courier will deliver the package to an authorized person to pick up shipments at the company.

If you are not at the intended place at the time of delivery (company, office, hospital, student dormitory, etc.), the delivery person will leave a message with instructions for further action. It is usually enough to visit the nearest post office, but you can call them to have the shipment delivered to you again free of charge.

### Delivery times

About possible longer delivery times or We will keep you informed via e-mail for non-available items. In case the longer delivery time does not suit you, you can let us know and we will remove the item from the order or replace it with another one.

If you were not at the delivery address and you have received a notification that a shipment is waiting for you at the post office, you can contact the address post office, which will deliver the shipment to you again free of charge.

For items marked Currently out of stock, we do not have information on how fast we can deliver them.

Delivery is provided by Pošta Slovenije or GLS, usually the next working day from the day of dispatch, but no later than within three working days. Upon shipment, we will send you a notification that we have already sent the items on the road.

For all additional information, call us on 01 330 77 22 or send a message to info@brokenbones.si.

### Treatment of damaged shipments (damages)

If you noticed that the item or consignment was physically damaged, the contents were missing or showed signs of opening, you can file a claim for compensation with Pošta Slovenije. To do this, bring the shipment (packaging + contents) to the post office as soon as you notice any damage or looted shipment no later than 30 days after receipt of the shipment. Please note at the post office that it is necessary to fill in the Minutes of the damaged shipment, which you also sign. After receiving all the necessary documentation, a claim for compensation is submitted to Pošta Slovenije. The request is processed by a commission at Pošta Slovenije and,



**Broken Bones d.o.o.**  
Tržaška ceta 132, 1000  
Ljubljana  
info@brokenbones.si  
tel: 01 330 77 22

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on the basis of a response or approval, the purchase price is returned or a new item is ordered. Together with Pošta Slovenije, we will make sure that the compensation is resolved in the shortest possible time.

If the package was delivered to you by GLS and you find that the item or physical shipment is damaged, missing content or showing signs of opening, you can file a claim for damages. The damage must be reported within 7 calendar days from the date of receipt of the package to the e-mail address [info@brokenbones.si](mailto:info@brokenbones.si) or by phone at +386 1 330 77 22. When reporting the damage, we will also need photos of the package, packaging (internal and external), damaged items, GLS stickers and a description of the damage.