



Our online shop Refurb.si, which sells refurbished computer equipment, operates in accordance with the legislation of the Republic of Slovenia and the applicable regulations of the European Union. We are committed to transparent, legal and consumer-friendly business. We comply with:

Business and employment:

- Act on the Prevention of Illegal Labour and Employment (Official Gazette of the Republic of Slovenia, No.32/14, 47/15 - ZZSDT, 43/19, 121/21 - ZJN-3B, 78/23 - ZORR, ZPDZC-1) - we ensure legal performance of activities, all services and cooperation with external contractors are provided exclusively through registered entities.

Consumer rights:

- Consumer Protection Act (ZVPot-1) (Official Gazette of the RS, No.130/22) - we guarantee the right of customers to withdraw from the contract, return goods, claim and invoke guarantees in accordance with the provisions of the Act.
- Act on Out-of-Court Settlement of Consumer Disputes (ZIsRPS) (Official Gazette of the Republic of Slovenia, No.81/15) - we provide alternative dispute resolution with a competent IRPS provider.

Ecommerce:

- Electronic Commerce on the Market Act (ECMMA) (Official Gazette of the Republic of Slovenia, No.96/09, 19/15, 189/21 - ZDU-1M, 18/23 - ZDU-1O, 30/24 - ZIUETDS) - electronic contracts, orders and communication are conducted securely, following the principles of electronic commerce and data security.
- Regulation (EU) 2018/302 on the prevention of unjustified geo-blocking and discrimination within the EU. We provide customers with equal access to products regardless of Member State.

Protection of personal data

- The EU General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), which lays down rules on the protection of individuals with regard to the processing of personal data and on the free movement of such data. In accordance with the Regulation, customers' personal data is collected and processed solely for the purpose of fulfilling orders, providing information and ensuring a quality customer experience, with all appropriate safeguards and the right of users to access, rectification, restriction of processing or deletion of data
- Personal Data Protection Act (ZVOP-2) (Official Journal of the RS, No 163/22)

We process personal data transparently, securely and only for the purpose for which it was collected. For more information, please see our privacy policy.

Tax legislation

- Law on Value Added Tax (ZDDV-1) (Official Journal of the Republic of Slovenia, No.13/11 with amendments) - all prices include VAT, unless explicitly stated otherwise. VAT is levied in accordance with the legislation.

Trade law

- Trade Act (ZT-1) (Official Gazette of the Republic of Slovenia, No 24/08, as amended) - the operation of the online shop complies with the requirements for trade activities, including advertising, opening hours and customer handling.

Fair business practices

- Consumer Protection from Unfair Business Practices Act (ZVPNPP) (Official Gazette of the Republic of Slovenia, No.53/07, 105/21) - we respect the principles of fair advertising, transparent communication and do not mislead customers about prices, discounts or product features.

We are committed to transparency, safe use of online shops and ensuring that consumers have all their rights when buying online.

1. General

The purpose of these General Terms and Conditions of Business (hereinafter referred to as the "Terms and Conditions of Business") is to clearly define the rights and obligations of the Provider and the users of the Online Centre when using the Online Shop, ordering, buying and selling goods and services available in the Online Shop, as well as the business relationship between the Provider and the user of the Online Shop.

Under these Terms and Conditions, a Buyer/User (hereinafter referred to as a Buyer or User) is understood to be any natural person who is a consumer and any legal or natural person who is not a consumer and who has made a purchase on the Refurb.si website, whereby the rights set out in these Terms and Conditions are only granted to Buyers who are consumers, as expressly defined in each section of these Terms and Conditions below.

According to the provisions of the law governing consumer rights in the offer, sale and other marketing of goods and services by businesses, a customer is a natural person who acquires or uses goods and services for purposes outside his or her professional or gainful occupation.

The Terms and Conditions deal with the operation of the online shop Refurb.si (hereinafter referred to as the Provider or Refurb), the rights of the User/Buyer and the business relationship between the Provider and the Buyer. These terms and conditions govern the sale of goods and services available in the online shop.

Purchases made through the online shop shall be deemed to have been made in accordance with the regulations in force in the Republic of Slovenia.

Before completing the purchase or placing the order, the customer must confirm by clicking that he/she is aware of and agrees to these terms and conditions, otherwise he/she cannot place the order. The Terms and Conditions are available on the website at the following link:

<https://refurb.si/general-conditions-and-returns/?lang=en>

2. Details of the tenderer

Title: ŠPEDICIJA IN LOGISTIKA, MATJAŽ DOBRAVC s.p.

Short name: MATJAŽ DOBRAVC s.p.

Address Preserje pri Radomlje, V boršt 7, 1235 Radomlje, Slovenia

Telephone at the company headquarters: +386 51 201 740

Email: info@refurb.si

VAT: YES

Registration number: 6299890000

VAT ID: SI81310510

Activity code: H52.310

Date of entry in the register: 21.1.2013, registration authority: the Ljubljana branch of AJPES

Transaction accounts:

OTP banka d.d. - IBAN SI56 0310 4100 0613 686,

OTP banka d.d. - IBAN SI56 0400 0027 7872 543

The Refurb.si online shop operates in accordance with this law (Official Gazette of the Republic of Slovenia, No. 32/14, 47/15 - ZZSDT, 43/19, 121/21 - ZJN-3B, 78/23 - ZORR, ZPDZC-1) by having a registered business activity, all business activities are carried out through official channels (invoicing, revenue and expense registration), and it cooperates exclusively with legally registered business entities for the provision of services and deliveries. In this way, fair business practices and the protection of both consumers and workers are ensured.

3. Contacts

If you need general information or assistance about the online offer, use of the website, online orders, online delivery or returns, you can contact our staff from Mon - Fri, 8:00 - 16:00 on +386 51 201 740 or email us at info@refurb.si.

4. Business unit

Registered office Tkalska ulica 1, 1230 Domžale, Slovenia

All orders placed via the online shop can be collected in person at our office.

5. Prices

Prices displayed on refurb.si are subject to change without notice. All prices are in euros and already include value added tax, and are also quoted exclusive of VAT, unless explicitly stated otherwise. Prices do not include delivery or postage costs. These are indicated when calculating the value of the order prior to the electronic confirmation of the order. Prices are valid at the time the order is placed.

6. Delivery

At Refurb.si, we strive to deliver the goods you order as quickly as possible. Delivery of ordered goods is carried out within 24 hours (during working hours, i.e. from Monday to Friday). During holidays and weekends, the delivery time is extended for the time of the public holidays. In case you may have ordered goods which, for unforeseeable reasons, cannot be dispatched within the promised delivery time, we will inform you of the new delivery time via the contact details provided.

Online shop Refurb.si offers free delivery via DPD within the Republic of Slovenia.

Outside the borders of the Republic of Slovenia and within the EU, we also use the DPD delivery service, and the delivery fee is 24.90 EUR (incl. VAT), regardless of the quantity ordered.

6.1 Personal collection

You can also collect products purchased in our online shop refurb.si in person at our branch. We will notify you by email when the goods you have ordered are ready for collection. After the notification is received, collection is possible during the opening hours of the branch.

7. Payments

The Refurb.si online shop offers the following payment methods:

By pre-invoice

You can also request a pre-invoice during the checkout process. Once you have confirmed your order, we will automatically send you an invoice via email.

Cash on delivery

Orders where this payment method is selected are payable on delivery in cash or by credit card. The

amount is indicated at the time of order completion in our online shop.

ApcoPay

Payment for products purchased in our online shop is possible via the ApcoPay payment platform, which enables safe and secure transactions. A variety of payment methods are available to customers, including payment cards (e.g. Visa, MasterCard, Maestro), electronic wallets and other locally adapted options, depending on the country of the user.

All transactions made through ApcoPay are processed over a secure and encrypted connection, in compliance with the highest security standards (PCI-DSS). In some cases, an additional authentication process (3D Secure) may be included for additional protection when purchasing online.

Upon successful payment, the customer receives a confirmation email with a summary of the order. In case of an unsuccessful transaction, we recommend that you verify the details entered or try another payment method.

Leanpay

To purchase by instalments, please select the Leanpay payment method in the online basket and follow the steps to place your order. After confirming your order on our website, you will be redirected to the Leanpay portal where you will complete the process of obtaining fast online credit and then receive a confirmation to the email address you have provided. Quick and easy! Read more at <https://www.leanpay.si/kako-deluje/>.

Basic conditions for using Leanpay services:

- citizenship of the Republic of Slovenia
- permanent residence in the Republic of Slovenia
- age at approval between 18 and 73 years
- the authenticity of the data provided
- regular monthly income (all forms of employment except student work)
- positive credit rating or established creditworthiness
- a smartphone that only you use
- your tax number and your identity card or passport (issued in Slovenia)
- your bank card with your personal bank account number (TRR)

NLB Buy&Go

NLB Buy&Go is a form of financing that allows you to pay the amount of your purchase in several instalments. With NLB Buy&Go, you can split your purchase of up to €15,000 into up to 84 equal instalments. You can tailor your repayment plan to suit you. This means you choose the monthly instalment amount and the number of instalments. Read more at <https://www.nlbbuygo.si/nlb-buy-go>.

Basic terms and conditions for using the NLB Buy&Go service:

- at least 18 and not more than 80 years of age
- regular monthly income (salary or pension)
- citizenship of the Republic of Slovenia*
- permanent residence in the Republic of Slovenia
- mobile phone

*Up to €8,000 can be purchased on instalments by a foreign national who meets the special conditions. Self-employed or private individuals can also buy on instalments.

8. Contract

A distance contract is concluded between Matjaž Dobravnica s.p. and the user on the basis of an

organised distance sale. This organised distance sale is conducted by Matjaž Dobravc s.p., which uses exclusively means of distance communication (e.g. e-mail and the web or the Internet) for the purpose of concluding the contract up to the moment of its conclusion.

Matjaž Dobravc s.p. and the User shall regulate their mutual rights and obligations when purchasing goods and services at a distance by these Terms and Conditions, which form an integral part of the distance contract. Before concluding a distance contract, the user must acquaint himself with the contents of these conditions and confirm his acceptance of the rights and obligations arising from these conditions and of the obligation to pay.

By placing an online order, the Buyer confirms his/her acceptance of payment and of these Terms and Conditions, which he/she accepts unconditionally in their entirety.

An order for the purchase of goods and services is generally concluded when the user of the online shop receives an order confirmation by e-mail, unless the terms and conditions of a particular offer expressly state otherwise. The terms and conditions of the purchase of goods and services and the confirmation of the order of goods and/or services shall be sent to the e-mail address entered by the user at the time of registration or non-registration. The user may download these terms and conditions to his/her electronic device via an internet connection, and the terms and conditions will be forwarded to the customer's e-mail address at the latest when the goods are purchased. Matjaž Dobravc s.p. does not store the texts of contracts.

For further information, please contact us on +386 51 201 740 or info@refurb.si.

8.1. Contract for the supply of digital content or a digital service

A contract for the supply of digital content or a digital service means that the undertaking will supply the digital content or digital service to the consumer and the consumer undertakes to pay the purchase price to the undertaking.

A contract within the meaning of this paragraph includes a contract whereby the consumer undertakes to provide personal data to the undertaking, unless the undertaking processes the personal data provided by the consumer solely for the purpose of supplying digital content or a digital service in accordance with this Law or for the undertaking to comply with legal requirements to which it is subject and the undertaking does not process that data for any other purpose.

A contract within the meaning of this paragraph includes a contract whereby digital content or a digital service is developed in accordance with the consumer's instructions and any tangible medium which serves exclusively as a medium for digital content. In the case of digital content or a digital service which is incorporated in or interconnected with goods with digital elements, it is provided with the goods in accordance with the sales contract for those goods, regardless of whether such digital content or digital service is supplied by the seller or by a third party.

Unless the parties have agreed otherwise, the undertaking shall supply the digital content or digital service to the consumer without undue delay after the conclusion of the contract for the supply of the digital content or digital service.

When is an undertaking considered to have fulfilled an obligation to supply digital content or a digital service?

where the digital content or a suitable means of accessing or downloading the digital content is made available or accessible to the consumer or to a physical or virtual platform chosen by the consumer for that purpose,

where the digital service is made available or accessible to the consumer or to a physical or virtual platform chosen by the consumer for that purpose.

9. Withdrawal from the contract/return of goods

9.1. When buying at a distance (online), the consumer has the right, within 14 days of the purchase,

to or from receipt of the goods or digital content, withdraw from the contract without giving a reason and return the product.

In order to exercise the right of withdrawal, the consumer must inform the provider of his/her decision to withdraw from the contract by an unequivocal statement (e.g. by letter sent by post to Matjaž Dobravc s.p., Tkalska ulica 1, 1230 Domžale, Slovenia or by email to info@refurb.si). The consumer may [download the withdrawal form from the website](#) and send it to the provider within the deadline, or send any unequivocal statement making it clear that he/she is withdrawing from the contract. The consumer shall be deemed to have made the withdrawal declaration in time if he sends it within the time limit set for withdrawal. It must also be accompanied by a copy of the invoice or other relevant document.

PDF withdrawal form

If the consumer has already received the goods or digital content supplied on a tangible medium and withdraws from the contract, the consumer shall return them to the provider, together with the packaging and documentation, without undue delay or at the latest within 14 days of the notification of withdrawal. The consumer shall be deemed to have returned the goods in due time if he sends them before the expiry of the 14-day return period. The direct costs of returning the goods shall be borne by the consumer.

If the consumer withdraws from the contract, the provider shall reimburse all payments received, including delivery charges, without undue delay and in any event no later than 14 days from the date of receipt of the notice of withdrawal from this contract. The amount refunded shall therefore also include the standard delivery charges paid at the time of purchase of the goods.

We return the payments received to the consumer using the same means of payment as used by the consumer. If you agree to a credit to your TRR (at no additional cost) in order to obtain a refund more quickly, please indicate this on the form or declaration by which you make your withdrawal. In this case, the consumer will not bear any costs.

The trader has the right to withhold the refund until the consumer has taken delivery of the returned goods or provided proof that the consumer has sent the goods to the trader.

9.2. The consumer is liable for diminished value of the goods where the reduction in value is the result of handling which is not strictly necessary to establish the nature, characteristics and functioning of the goods, for which reason the user is advised to ensure that the goods are unused, undamaged, in unaltered condition and in their original packaging (the latter in particular to protect the goods from damage during the return process). In order to ensure that the withdrawal process goes smoothly and to avoid a reduction in the refund, we have put together a short list of things to look out for when buying remotely:

- open the packaging carefully and keep it in its original unaltered condition until you are fully satisfied that the product is suitable; when returning the product, return it in its original undamaged packaging to avoid a reduction in your refund;
- Handle the products you have received with care as they can cause damage and scratches, especially on products with black lacquered surfaces (monitors, LCD screens, computer cases, etc...),
- do not insert cartridges or toners into printers until you are sure that the product is suitable for your application,
- remove the protective film carefully, as careless removal of protective films and materials can cause damage to the product (e.g. dark painted surfaces),
- laptops, desktops, tablets, phones and e-readers should remain in their original condition; this means that software activation and registration must not be carried out when the goods are returned,
- the products must be free of visible signs of use (dust, hair, scratches, stains, dirt, etc.).

The reduction in the value of goods that have been used (beyond the limits of the test to determine the nature, characteristics and functioning of the goods) is a percentage of the regular retail price of the goods on the date of purchase of the goods: in the event that, for reasons attributable to the user, damage to the goods has occurred (e.g. the goods or the user's own property), or in the event that the goods have been used for a reason other than the test to determine the nature, characteristics and functioning of the goods. Matjaž Dobravc s.p. shall be entitled to claim reimbursement from the user for the entire damage to the goods, in accordance with the basic principles of civil liability for damages. The User's liability for payment for diminution in the value of the goods may be up to the amount of the full regular retail price of the goods on the date of purchase of the goods, depending on the extent of the diminution in value, which shall be determined on a case-by-case basis by Matjaž Dobravc s.p. or its authorised suppliers and repairers.

9.3. The following situations do not apply to the withdrawal from the contract or the return of the goods:

- for goods or services whose price depends on fluctuations in markets beyond the control of the entity that may occur within the period of withdrawal,
- for goods that have been made according to the consumer's precise instructions or have been tailored to his/her personal needs,
- goods which, by their nature, are not returnable because they are inextricably mixed with other items,
- for sealed computer software, if the consumer has opened the security seal after delivery,
- for goods where the consumer has specifically requested a home visit from the business to carry out urgent repairs or maintenance. If, during such a visit, the business provides additional services which the consumer has not expressly requested or delivers goods which are not spare parts essential for the maintenance or repair, the consumer shall have the right to withdraw from the contract in respect of those additional services and goods.

9.4. Before returning the product we sell on Refurb.si, you can contact us at info@refurb.si. There are two ways to return the goods:

- Send the purchased product, together with the packaging and all related documentation, to the address of the business unit,
- You can return the purchased product and all related documentation at your own expense in person at our office.

10. Order cancellation

Orders received via the Refurb.si online shop may be cancelled by the consumer at no additional cost until the consumer receives an e-mail stating that the order has been dispatched. Notification of cancellation of the order can only be made by e-mail info@refurb.si.

Please provide the following information in your email:

- In the message body: order cancellation
- In the content of the message: a) the name and surname of the consumer b) the address of the consumer c) the order number

11. Warranty

11.1. New products

A guarantee is valid in the territory of the Republic of Slovenia.

A guarantee is any obligation assumed by the manufacturer (hereinafter referred to as the "guarantor") towards the consumer, in addition to the legal obligations of the seller under the statutory guarantee of conformity of the goods, by which the manufacturer undertakes to repair or

replace the goods free of charge, or to refund part or all of the purchase price, where the goods do not meet the specifications or do not have the characteristics set out in the warranty card or the relevant advertising communication available at or before the conclusion of the contract.

The guarantee legally binds the guarantor under the terms and conditions set out in the warranty card and related advertising communications available at or before the conclusion of the contract.

The Guarantor guarantees the quality of the product or its trouble-free operation during the warranty period, provided that it is used in accordance with its intended use and the instructions supplied with it.

The guarantee period starts from the date of delivery of the product to the consumer.

If the goods covered by a statutory guarantee do not meet the specifications or do not have the characteristics stated in the guarantee document or the advertising message, the consumer may first request that the defects be rectified. If the defects are not rectified within a total of 30 days from the date on which the manufacturer or the authorised repairer received the consumer's request for rectification, the manufacturer must replace the goods free of charge to the consumer with identical, new and faultless goods.

The time limit referred to in the preceding paragraph may be extended to the minimum time necessary to complete the repair or replacement, but by no more than 15 days. In determining the extended period, account shall be taken of the nature and complexity of the goods, the nature and severity of the non-conformity and the effort required to complete the repair or replacement. The manufacturer shall inform the consumer before the expiry of the period referred to in the preceding paragraph of the number of days for the extension of the time limit and the reasons for the extension. If the manufacturer fails to repair or replace the goods with new ones within the time limit, the consumer may request a full refund of the purchase price from the manufacturer or a proportionate reduction of the purchase price.

If the consumer requests a proportionate reduction in the purchase price, the reduction in the purchase price is proportionate to the reduction in the value of the goods received by the consumer compared to the value the goods would have had if they had been in conformity.

Notwithstanding the above, the consumer may request a refund from the manufacturer if the non-conformity occurs within less than 30 days of delivery of the goods.

The manufacturer issues a new warranty certificate for the replaced goods or for the replacement of an essential part of the goods with a new one.

The manufacturer or authorised repairer may provide the consumer with the use of similar goods free of charge for the duration of the repair of the goods covered by the statutory guarantee.

If the manufacturer fails to provide the consumer with replacement goods for temporary use, the consumer has the right to claim damages for the loss suffered as a result of not being able to use the goods from the time he or she requested the repair or replacement until it is carried out.

The costs of materials, spare parts, labour, portage and transport incurred in rectifying defects or replacing goods with new ones are paid by the manufacturer.

The period during which the manufacturer guarantees you, against payment, repairs, maintenance, spare parts and attachments is at least 3 years after the expiry of the warranty period.

Home repairs are not possible due to the complexity and non-portability of modern service equipment and the availability of spare parts (except for white goods).

The Seller is not qualified to make a technical assessment of possible malfunctions and therefore cannot decide on the replacement of the product without the opinion of the authorised repairer of the malfunctioning product.

The guarantee does not apply in the cases specified in the individual guarantee certificate for each

item.

11.2. Refurbished products

At Refurb.si, we sell refurbished computers with our own 12-month warranty, which is free of charge. However, it can be extended to 24 months at an additional cost. The cost of the surcharge is indicated for products that offer this option.

Our own guarantee takes effect from the date of sale, as evidenced by the invoice. If the computers still have the original manufacturer's warranty, the longer warranty will apply.

The warranty applies only to the original configuration as stated on the invoice. You can only add/remove RAM, hard disk and graphics card. If you install new components or make other changes to your computer (e.g. changing the processor, graphics chip, etc.), you will not be able to claim under the warranty.

11.3. Laptop and tablet batteries - General warranty

Batteries in laptops and tablets are guaranteed for 6 months. We test every battery so you can rely on the battery life.

Our own warranty can be extended to 24 months at the time of purchase if you wish, with the exception of laptop batteries, where it is not possible to extend. The amount of the surcharge for extending our own warranty is indicated on the products where we allow it.

12. Non-compliance of goods

The seller must deliver the goods to the consumer in accordance with the contract and is liable for any non-conformity at the time of delivery.

12.1. Reconditioned products and consumer rights

Our online shop Refurb.si sells refurbished computer equipment, which means that the products have been previously used, then professionally inspected, tested and, if necessary, repaired for future use.

12.2. Product status

All products are functional and fit for use, but may show minor cosmetic signs of use (e.g. scratches or wear on the casing), which is normal for refurbished products. The condition of each product is always described for each individual product.

12.3. When is there non-compliance?

The goods do not conform to the contract of sale, in particular when (subjective requirements):

- it does not correspond to the description, type, quantity and quality and does not have the functionality, compatibility, interoperability and other features as stated in the sales contract,
- it is not suitable for the specific purpose for which the consumer needs it and which the consumer informed the seller of at the latest at the time of conclusion of the contract of sale and the seller has agreed to,
- is not supplied with all accessories and instructions, including installation instructions, as specified in the sales contract,
- is not updated as specified in the sales contract.

In addition to the above, goods are also non-conforming where (objective requirements):

- it is not suitable for the purposes for which goods of the same type are normally used, taking into account, where appropriate, other regulations, technical standards or, in the absence of such technical standards, sector-specific codes of conduct applicable to the sector in question,
- it is not of such quality and does not correspond to the description of the sample or model made available by the seller to the consumer before the conclusion of the sales contract,

where applicable,

- it is not of a quantity and does not have the characteristics and other features, including those relating to durability, functionality, compatibility and safety, which are usual for goods of the same type and which the consumer may reasonably expect in the light of the nature of the goods and taking into account any public statement made in advertising or labelling by or on behalf of the seller or other persons upstream in the contractual chain, including the manufacturer, unless the seller proves that:

- he had no knowledge of the public statement and could not reasonably be expected to have had knowledge of it,
- the public statement has been revised in the same or a comparable manner to that in which it was made by the time of the conclusion of the contract of sale; or
- the public statement could not have influenced the decision to purchase the goods

Goods with digital elements are also non-conforming:

if the seller fails to ensure that the consumer is informed of and supplied with updates, including security updates, necessary to maintain the conformity of the goods with digital elements within the period:

1. which the consumer can reasonably expect, having regard to the nature and purpose of the goods and digital elements and taking into account the circumstances and the nature of the contract, where the sales contract provides for a one-off supply of digital content or a digital service, or
2. two years from the delivery of the goods with digital elements, where the sales contract provides for the continuous supply of digital content or a digital service over a specified period, or
3. the period during which the digital content or digital service is to be supplied under the sales contract, where the sales contract provides for the continuous supply of the digital content or digital service over a period of more than two years.

Where the consumer fails to install the updates supplied in accordance with the preceding paragraph within a reasonable period, the seller shall not be liable for non-compliance resulting solely from the failure to carry out the relevant update, provided that:

- the trader has informed the consumer of the availability of the update and the consequences of the consumer's failure to install it; and
- the reason for the consumer not installing the update or installing it incorrectly was not due to the inadequate installation instructions provided to the consumer.

Non-compliance in installations

If installation is an integral part of the contract of sale and is carried out or is the responsibility of the seller, any non-conformity resulting from incorrect installation of the goods shall be deemed to be a non-conformity of the goods.

If the consumer incorrectly installs the goods which he is required to install himself due to the lack of installation instructions provided by the seller or, in the case of goods with digital elements, by the seller or the undertaking supplying the digital content or digital service, any non-conformity resulting from the incorrect installation of the goods shall be deemed to be a non-conformity of the goods.

The consumer can exercise his rights under the non-conformity clause if he notifies the seller of the defect within two months of the date on which the non-conformity was detected. In the notification of non-conformity, the consumer must describe the defect in more detail and give the seller the opportunity to inspect the item.

Digital content or a digital service is not in conformity with the contract for the supply of digital content or a digital service when (subjective requirements):

- it does not correspond to the description, type, quantity and quality and does not have the functionality, compatibility, interoperability and other characteristics as set out in the contract for the supply of the digital content or digital service,
- it is not suitable for the specific purpose for which the consumer needs it and which the consumer informed the seller of at the latest at the time of conclusion of the contract for the supply of the digital content or digital service and the seller has agreed to,
- it is not supplied with all accessories and instructions, including installation instructions, as agreed in the contract for the supply of the digital content or digital service,
- it is not up-to-date as specified in the contract for the supply of the digital content or digital service.

In addition to the above, digital content or digital service is also non-compliant when (objective requirements):

- it is not fit for the purposes for which digital content or a digital service of the same type is normally used, taking into account, where appropriate, other regulations, technical standards or industry codes of conduct applicable to the sector in question, where no sector-specific technical standards exist;
- it is not supplied with all the accessories and instructions which the consumer can reasonably expect to receive, where applicable;
- it is not consistent with any trial version or preview of the digital content or digital service made available by the undertaking before the conclusion of the contract for the supply of the digital content or digital service; and
- it is not of a quantity and does not have the features and performance characteristics, including with regard to functionality, compatibility, availability, continuity and security, that are usual for digital content or a digital service of the same type and that the consumer can reasonably expect, having regard to the nature of the digital content or digital service and taking into account the public statement made in particular in advertising or labelling by or on behalf of the undertaking or other persons upstream in the contractual chain, including the manufacturer, unless the undertaking proves that:

- 1.had no knowledge of the public statement in question and could not reasonably be expected to have had knowledge of it,
 - 2.the public statement has been revised in the same or comparable way as it was made by the time of the conclusion of the contract for the supply of the digital content or digital service;
- or
- 3.the public statement could not have influenced the decision to buy the digital content or service.

Updates to digital content or a digital service are non-compliant if the undertaking fails to ensure that the consumer is informed of the updates, including security updates, which are necessary to keep the digital content or digital service in conformity with the contract for the supply of the digital content or digital service. The undertaking shall ensure that the updates referred to in the preceding paragraph are supplied or made available to the consumer within the period:

- during which digital content or a digital service is to be supplied pursuant to a contract for the supply of digital content or a digital service, where the contract for the supply of digital content or a digital service provides for the continuous supply of digital content or a digital service over a specified period, or
- which the consumer can reasonably expect, having regard to the nature and purpose of the digital content or digital service and taking into account the circumstances and the nature of the contract for the supply of digital content or digital service, where the contract for the supply of digital content or digital service provides for a single supply of digital content or digital service or a series of individual supplies of digital content or digital service.

Non-compliance due to incorrect integration of digital content or digital service

Any non-compliance of digital content or a digital service resulting from the incorrect integration of digital content or a digital service into the digital environment of the consumer shall be considered as a non-compliance of the digital content or digital service if:

- the digital content or digital service has been integrated by or under the responsibility of the company; or
- the digital content or service was intended to be integrated by the consumer, but the incorrect integration was due to inadequate integration instructions provided by the company.

12.4. Procedure and warranty claims in the event of non-compliance

Notification to the seller

The consumer may notify the seller of the lack of conformity in person, with a receipt from the seller, by sending it to the shop where the goods were bought, or by sending it to the seller's agent with whom the consumer has concluded the sales contract. Alternatively, the consumer may send the notification of non-conformity by e-mail to the following address: info@refurb.si

The consumer can exercise his rights under the non-conformity if he notifies the seller of the non-conformity within 2 months from the date on which the non-conformity was detected. In the notification of non-conformity, the consumer shall describe the non-conformity in detail and give the seller the opportunity to inspect the item or have it inspected by an authorised repairer.

Year

The Seller is not liable for any defects in the goods which become apparent after two years have elapsed since the goods were delivered. The lack of conformity of the goods shall be deemed to have existed at the time of delivery if it appears within one year of the delivery of the goods.

In the case of goods with digital elements, where the contract of sale provides for the continuous supply of digital content or digital services over a specified period, the seller is liable for any non-conformity of the digital content or digital service that arises or becomes apparent within two years of the supply of the goods with digital elements.

In the case of goods with digital elements, where the contract of sale provides for the continuous supply of digital content or a digital service for a period exceeding two years, the seller is liable for any non-conformity of the digital content or digital service that arises or manifests itself during the period in which the digital content or digital service is to be supplied under the contract of sale.

Guarantee claims

In the event of a correct notification of non-conformity by the Seller, the Consumer shall be entitled, subject to the conditions and in the order set out in this Section, to:

- require the seller to restore the conformity of the goods or digital content or digital service free of charge;

In order to restore the conformity of the goods, the consumer may choose between repairing the goods and replacing them with new, faultless goods, unless:

- it is impossible to meet the selected guarantee claim; or
 - the fulfilment of the chosen warranty claim represents a disproportionate cost for the seller compared to the other warranty claim, taking into account all the circumstances.
- request a reduction of the purchase price in proportion to the non-compliance, or withdraw from the sales contract or the contract for the supply of digital content or digital services and request a refund of the amount paid. The consumer may request a proportionate reduction of the purchase price or withdraw from the sales contract in any of the following cases:

- the seller has failed to repair or replace the goods or, where applicable, has failed to complete the repair or replace the goods in accordance with this Law, or has refused the consumer's warranty claim to restore conformity of the goods in accordance with the sixth paragraph of the preceding Article;
- a non-conformity exists even though the seller has tried to bring it into conformity;
- the nature of the non-compliance is so serious as to justify an immediate proportionate reduction of the purchase price or withdrawal from the sales contract; or
- the seller has stated, or it is apparent from the circumstances, that the seller will not bring the goods into conformity within a reasonable time or without significant inconvenience to the consumer.

If the non-conformity occurs less than 30 days after delivery of the goods, the consumer may withdraw from the contract of sale and request a refund of the amount paid.

The consumer may withhold payment of the remainder of the purchase price, or part of the remainder of the purchase price, until the seller has fulfilled his obligation. The consumer shall exercise this right by a declaration informing the seller of his decision.

In any event, the consumer also has the right to claim damages from the seller, in particular for the costs of materials, spare parts, labour, transfer and transport of the products incurred as a result of the warranty claim.

The consumer can withdraw from the sales contract by means of a declaration informing the seller of his decision to withdraw from the sales contract. Where the consumer withdraws from the sales contract, the consumer shall return the goods to the seller at the seller's expense.

The right to assert non-compliance is more precisely regulated by the provisions of the Consumer Protection Act (ZvPot-1). The provisions of the law governing contractual relations apply to relationships that are not regulated by the laws governing consumer protection.

13. Information on the complaints procedure

Matjaž Dobravc s.p. complies with the applicable consumer protection legislation and makes every effort to fulfil its duty to establish an effective complaints handling system. A customer may lodge a complaint in a number of ways, namely in writing, by e-mail info@refurb.si and orally on the record at our offices. The competent personnel at Matjaž Dobravc s.p. will decide on the complaint as soon as possible, or at the latest within 8 days of receipt of all documentation necessary for the assessment. Refurb.si will send a response to the complaint with appropriate explanations in writing to the customer's contact address (in most cases an email address). The customer has the right to lodge an objection to the complaint.

Matjaž Dobravc s.p. will send a decision on the objection with the relevant explanations in writing to the customer's contact address within 15 working days. The decision of Matjaž Dobravc s.p. is therefore final and the internal complaint procedure is closed. If the customer is not satisfied with the outcome of the complaint, he or she may bring an action before the court having subject-matter jurisdiction.

14. Out-of-court settlement of consumer disputes

In accordance with the Act on Out-of-Court Settlement of Consumer Disputes (OCCS), Matjaž Dobravc s.p. does not recognise any provider of out-of-court settlement of consumer disputes as competent to resolve a consumer dispute that a consumer may bring under the OCCS Act.

Matjaž Dobravc s.p., which as a provider of goods and services facilitates online trade in the territory of the Republic of Slovenia, publishes on its website an electronic link to the Online

Consumer Dispute Resolution Platform (ODRP). The platform is available to consumers [here](#).

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=SL>

These rules are based on the Law on Out-of-Court Settlement of Consumer Disputes, Regulation (EU) No 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes and amending Regulation (EC) No 2016/2004 and Directive 2009/22/EC.

15. Security and privacy

The Refurb.si online shop provides all the necessary technological and organisational solutions for complete purchase security. The transmission of sensitive personal and transactional data on the website is carried out in a secure manner using the Secure Sockets Layer (SSL) protocol. The data is encrypted with up to a 256 bit key before it leaves your browser and is transmitted to our server in a protected format. The system thus prevents anyone from intercepting your personal and transactional data that you send to the online shop.

The security of authorisations and credit card transactions in our shop is ensured by Apcopay, a payment service provider that makes it fast, easy and secure to pay with a variety of payment methods.

Apcopay provides a high level of security with the following technologies:

- 3D Secure 2.0 - additional user authentication for online payments,
- Tokenisation - sensitive card data is replaced by secure tokens that prevent misuse,
- advanced fraud protection (real-time analysis and prevention of suspicious transactions),
- PCI DSS certification (Level 1) - the highest security standard in the payment card industry.

16. Collection and protection of personal data

Please be informed that we collect (process) your personal data that we have obtained:

- when registering for online shopping (name, address, email address, phone number, IP address),
- at the time of online purchase (name and surname, address, email address, delivery address, telephone number, details of the time and object of purchase, IP address),
- in the event of any complaints, claims, warranty claims and other requests (name, address, email address, telephone number, details of the time and content and manner in which such claims are dealt with, details of the time and object of purchase),
- when subscribing to the newsletter (email address) and on the basis of any explicit consent you may have given and solely for the purposes for which you have given your consent,
- and on the basis of your explicit consent, if any, and solely for the purposes for which you have given your consent.

16.1. Protection of personal data

We undertake that the personal data received from you will remain fully stored, protected and processed by Matjaž Dobravec s.p. and any contractual processors of personal data. All personal data obtained will be treated in accordance with the highest standards of security and discretion and will always be treated in accordance with the applicable Personal Data Protection Act and other regulations in this area (General Data Protection Regulation, etc.). Your personal data is adequately protected by us against loss, destruction, falsification, manipulation or unauthorised access by third parties. For more information on the protection of personal data at Matjaž Dobravec s.p., please refer to the "[Privacy Policy](#)" tab.

16.2. Your rights in relation to the protection of personal data

Please be informed that:

- your personal data will be processed in accordance with the regulations and for the purpose for which it was collected;
- personal data obtained on the basis of consent (consent) and for the purpose stated in the consent will be processed until your consent is withdrawn (revoked). Other personal data obtained will be kept until the expiry of the statutory retention period;
- You have the right under the law to request from Matjaž Dobravec s.p. access to, rectification, erasure or restriction of the processing of your personal data and the right to object to the processing of your personal data and to request the transfer of your personal data. You may exercise the above rights by submitting a written request to Matjaž Dobravec s.p., Tkalska ulica 1, 1230 Domžale, or by sending an e-mail [to info@refurb.si](mailto:info@refurb.si); the company's decision on the individual's objection must be communicated to the individual within 15 days of the communication of the decision, and must include the reasons for the decision and information on the right to appeal to the supervisory authority within 15 days of the communication of the decision;
- you can lodge a complaint with the supervisory authority (the Information Commissioner of the Republic of Slovenia) if the processing of your personal data does not comply with the rules;
- you can contact the company by email [at info@refurb.si](mailto:info@refurb.si);
- personal data may also be processed by contractual partners with whom the Company has concluded personal data processing agreements and who can at the same time ensure an adequate high level of protection of personal data;
- personal data will not be disclosed to third parties other than to those users who have a legal or contractual basis for doing so or who can demonstrate another legal basis;
- in connection with the processing of personal data on the basis of explicit consent, we also carry out automated decision-making, including profiling, for the purpose of analysing the preferences of individuals and tailoring the Company's offerings to those preferences, as well as for the purpose of providing information on products, services, news and other relevant notifications tailored to the individual's preferences.

17. Technical procedure for concluding the contract

The ordering process in the online store www.refurb.si takes place in the following steps:

1. Product selection:

The consumer selects a product on the website and clicks the “Add to cart” button.

2. Cart review:

The consumer may review the cart at any time, change quantities, remove products, or proceed to checkout.

3. Entering customer details:

At the checkout, the consumer enters the required contact, delivery, and payment information.

4. Order summary review:

Before submitting the order, a complete order summary is displayed to the consumer (products, quantities, price, shipping costs, selected payment method).

5. Placing the order:

To place an order, the consumer must click the purchase button.

18. Storage of the contract and consumer access

After the order is submitted, the contract (order) is automatically stored in the provider's system (WooCommerce).

The contract is not stored in physical form; it is stored digitally.

The consumer can access the contract:

- through the order confirmation email, which includes the order summary,
- through their user account (if registered),
- by sending a written request to info@refurb.si, where the provider will supply a copy of the order on a durable medium.

Upon concluding the contract, the provider ensures that all information and the general terms and conditions are supplied to the consumer in PDF format on a durable medium (email).

19. Options for identifying and correcting errors before submitting the order

Before submitting the order, the consumer has the option to:

- review and modify product quantities,
- remove a product from the cart,
- modify the entered personal and delivery details,
- change the delivery method and payment method,
- review the complete order summary.

If the consumer notices an error after submitting the order, they may immediately contact the provider at info@refurb.si and request a correction or cancellation of the order, as long as the order has not yet been dispatched.

20. Languages in which the contract can be concluded

The contract in the online store www.refurb.si can be concluded in the Slovenian, English and Croatian language.

21. Access to the online shop

In accordance with Regulation (EU) 2018/302, we provide customers from European Union Member States with equal access to our online shop and do not unduly geo-block or otherwise discriminate on the basis of the nationality, place of residence or place of establishment of our customers.

22. Disclaimer

The operator of the Refurb.si online shop strives for the highest possible level of up-to-dateness and correctness of the information published on the refurb.si website. However, a reduced level of performance of the technological solution used, the input, transmission or any other processing of data may cause an error that is displayed on the website. In the event that a visitor to the website believes that the data is incorrectly displayed, he/she can always notify us by e-mail [at info@refurb.si](mailto:info@refurb.si) or by telephone on +386 51 201 740. In such a case, Matjaž Dobravc s.p. will inform the purchaser of the changes and allow the purchaser to withdraw from the contract or exchange the ordered item.

Matjaž Dobravc s.p. is not responsible for the occasional non-functioning of the website. We are also not responsible for minor variations in the attached images of items due to different screen resolutions. We sincerely apologise for any errors. Matjaž Dobravc s.p. reserves the right to withdraw from the contract in the event of obvious defects. A manifest error is defined as a defect in the essential characteristics of the goods and any error which, according to the custom of the trade or the intention of the parties, is considered to be decisive and which Matjaž Dobravc s.p. would not have confirmed or concluded the contract if it had known of it. This includes obvious errors in price.

23. Cancellation of a user account

If you wish to cancel your account in the refurb.si online shop, please let us know at info@refurb.si. In your message you must provide the following information:

- In the subject line: cancel user account.
- The content of the order shall include: a) the name and surname of the user, b) the address of the user, c) the e-mail address used to create the user account.

The request to terminate the user account must be sent from the email address that was used to open the account. You will be notified of the cancellation by e-mail.

24. Help and additional questions

If you have any further questions about our offer or the use of the Refurb.si online shop, or if you need more information, please email us at info@refurb.si or call us on +386 51 201 740 from Mon-Fri, 8:00 to 16:00.

25. Final provisions

These conditions enter into force on 20. 4. 2025 for users who purchase goods or services on or after that date.

The previous Terms and Conditions shall cease to apply from the date of entry into force of these Terms and Conditions.

These Terms and Conditions are published and available on the Refurb.si online shop.