

Terms and conditions

The general terms and conditions of the provider are compiled in accordance with the Consumer Protection Act (ZVPot) and on the basis of the recommendations of the Chamber of Commerce and Industry and international codes for online and electronic business.

The General Terms and Conditions govern the manner of business, rights and obligations of T.I.L.I.A Estate d.o.o., Potoče 41, 5263 Dobravlje (hereinafter the provider) and the buyer.

PROVIDER INFORMATION

T.I.L.I.A Estate pridelava in prodaja grozdja, d.o.o.

Potoče 41

5263 Dobravlje

VAT number: SI68665563

Registration number: 6947689

Legal representative: Matjaž Lemut, director

VAT payer: YES

IBAN: SI56051008014215633 (Abanka)

SWIFT: ABANSI2X

The company is registered with the District Court in Nova Gorica.

AVAILABILITY OF INFORMATION

The provider undertakes to make the following information available to the buyer:

- Identity of the company (name and registered office of the provider),
- Contact information that enables the user to communicate quickly and efficiently with the provider,
- Essential characteristics of the goods,
- Terms of delivery of items (costs, method and deadline),
- Clearly and unambiguously marked prices and clearly shown whether they already include taxes and delivery costs,
- Possible method of payment.

PLACING THE ORDER

By placing the order, the buyer agrees with the content of the General Terms and Conditions.

ORDERS, CONFIRMATION OF ORDERS

When the provider receives the order sent by the buyer, he confirms the receipt of the order. This confirmation does not guarantee that the goods are in stock and that the shipment of goods has started, but acts only as a notification to the buyer that the provider has received the order and that the process of checking the availability of goods has started. After checking the availability, the provider delivers the goods. The purchase contract between the provider and the buyer is concluded at the moment when the provider sends the order confirmation.

PRICES

All prices sent in the price list are in EUR and do not include value added tax (VAT).

All prices listed in the submitted price list are product prices and do not include shipping costs. The price displayed on the invoice consists of the cost of purchasing the goods and shipping costs. The provider reserves the right to change prices without prior notice. The price that is published at the time of placing the order is valid.

MAIN CHARACTERISTICS OF THE GOODS

Despite efforts to provide up-to-date and accurate information on the provider's website www.tiliaestate.si/vina, the information in the description of the goods may be incorrect, incomplete or goods not available. In this case, the provider notifies the buyer by e-mail of the change and offers him the best possible alternative or allows him to withdraw from the purchase.

Product images are symbolic and do not necessarily fully reflect the actual condition of the product.

METHOD OF PAYMENT, DELIVERY AND DELIVERY COSTS

Payment for goods can be made as follows:

- Payment by proforma invoice - the customer receives a proforma invoice to the specified e-mail address. Upon receipt of payment, the provider will ship the shipment.

We deliver the ordered goods with our own delivery (Slovenia) or with a contractual partner DPD (EU). You can also pick up the ordered goods in person at the company's headquarters (Potoče 41, 5263 Dobravlje, Slovenia).

For delivery we charge transport according to the official price list of our contractual partner DPD.

The delivery time of the ordered goods is determined by our contractual partner DPD. If the goods are not in stock, the provider informs the buyer and agrees with the buyer on the delivery time.

In cases where the provider ships the ordered products on time, the provider is not responsible for the overdue delivery time of the contractor.

In case of loss or damaged shipment, the buyer must contact the provider as soon as possible. The provider checks the status of the shipment with the contractual partner DPD and immediately informs the buyer about it and replaces the damaged goods with a new shipment within 3 days.

WITHDRAWAL FROM PURCHASE, REFUND OF PURCHASE

In accordance with the Consumer Protection Act (ZVPot), the buyer has the right to notify the provider within 14 days of receiving the goods that he is withdrawing from the order. The buyer may return the goods on the basis of the Form at the end of this document which is part of the General Terms and Conditions regarding the withdrawal to the e-mail address info@tiliaestate.si. The goods must be returned to the provider no later than 14 days from the submitted form of withdrawal from the contract (purchase).

General terms and conditions 1

The returned goods must be returned by the buyer undamaged, originally packaged and in unaltered quantity to T.I.L.I.A Estate d.o.o. to the address Potoče 41, 5263 Dobravlje, Slovenia. The cost of returning the goods is paid by the buyer.

If the buyer withdraws from the order and after receiving the goods and checking that the goods are undamaged and in the same quantity, the provider will return all payments made. Refunds will be made as soon as possible and no later than 14 days after receipt of the notice of withdrawal and return of goods.

When returning the goods, the buyer should enclose the invoice for the goods, personal data, the transaction account number and bank name to which the purchase price will be returned.

REFUSAL OF THE ORDER

T.I.L.I.A Estate d.o.o. reserves the right to reject the order for which it finds that it cannot execute it under the stated conditions and the information at its disposal.

COMPLAINTS

In the event that the received goods have a material defect, the buyer can complain about them within 14 days of purchase. Undamaged, unused and goods in the original packaging are returned to the provider within 14 days of purchase to the address: T.I.L.I.A Estate d.o.o., Potoče 41, 5263 Dobravlje, Slovenia. The provider will replace the goods with the same kind of goods.

In the event that the package in which the buyer received the ordered goods is physically damaged, part of the order is missing or shows signs of opening, the buyer must notify the provider immediately. It is obligatory to enclose as relevant photographs of the package as possible and its entire contents. Together with our contractual partner DPD, we will make sure that the complaint is resolved in the shortest time possible.

DATA PROTECTION

The provider T.I.L.I.A Estate d.o.o. undertakes to permanently protect all personal data in accordance with the provisions of the Personal Data Protection Act. All data obtained upon receipt of the order will be used exclusively for the purposes of order execution and delivery and sending offers, information materials, invoices and other documentation. The user's data will not be passed on to a third party.

The provider needs the buyer's data for a smooth process of order execution and possible order notifications.

To make a purchase and delivery, we need the buyer's following information: name, surname, email address, telephone, address, place, postal code.

COMPLAINTS AND DISPUTES

The provider strives to establish an effective system for handling complaints and resolving potential disputes. The

provider complies with applicable legislation in the field of consumer protection.

The buyer can submit a complaint to the e-mail address info@tiliaestate.si. The appeal procedure is confidential.

Disputes are resolved amicably by the parties, in the case of judicial settlement of disputes, at the competency court where the company T.I.L.I.A Estate d.o.o. is registered.

Electronic link to the online consumer dispute resolution platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?Event=main.home2.show&lng=EN>

The provider reserves the right to change the General Terms and Conditions at any time or without prior notice. Last change: 8/10/2020.

IMPORTANT

Selling and delivery of wine and spirits may only be carried out to persons of legal age. Therefore, the buyer must be of legal age at the time of placing the order. Otherwise, the provider withdraws from the contract. By agreeing with General terms and conditions the buyer confirms that he is over 18 years of age. The Minister of Health warns: Drinking alcohol can be harmful to health!

INFORMATION CONCERNING THE EXERCISE OF THE CONSUMER'S RIGHT TO WITHDRAW FROM A DISTANCE CONTRACT

Right to withdraw from the contract

The consumer has the right to withdraw from a distance contract without giving reasons. The withdrawal period expires within 14 days from the day when the consumer acquires physical possession of the goods or is acquired on behalf of the consumer by a third party other than the carrier and designated for this purpose by the consumer. In order to exercise the right of withdrawal, the consumer must notify the provider T.I.L.I.A Estate d.o.o. of the decision to withdraw from this contract with an unambiguous statement. by e-mail to info@tiliaestate.si. For this purpose, the consumer must use the withdrawal form (in this document below). In order for the withdrawal period to be observed, it is sufficient that the notice relating to the exercise of the consumer's right of withdrawal is sent before the expiry of the withdrawal period. Return of goods within the withdrawal period is considered a notice of withdrawal.

Effects of withdrawal

If the consumer withdraws from the contract, the provider shall, without undue delay and in any case no later than 14 days from the date of receipt of the notice of withdrawal, refund all payments received, provided that the consumer returns the goods to the provider (undamaged and unchanged) or sends proof that the goods were sent back, depending on which event occurs first. Such reimbursement shall be made by the tenderer by the same means of payment as used in the execution of the original transaction, unless expressly agreed otherwise; in no case, however, does the consumer bear any costs as a result of this reimbursement.

The consumer shall return or deliver the goods in the condition in which they were delivered (undamaged and in unaltered quantity) in person or by post to the address TILIA Estate doo, Potoče 41, 5263 Dobravlje, Slovenia, without undue delay and in any case no later than within 14 days from the day on which the consumer notified the provider of the withdrawal from the contract. The time limit shall be observed if the consumer sends the goods back before the expiry of the 14-day time limit. The direct cost of returning the goods (postage or personal return costs) is borne by the consumer. The consumer is only liable for the reduced value of the goods due to the handling of the goods, which is not necessarily necessary to determine its nature, properties and functioning.

WITHDRAWAL FROM A DISTANCE CONTRACT

T.I.L.I.A Estate d.o.o.
Potoče 41
5263 Dobravlje
Slovenia

I inform you that I am withdrawing from the distance contract for the purchase of goods (description and quantity of goods):

resulting from the attached document (invoice / purchase order / delivery note) no. _____ dated _____ in the total amount of _____ EUR; I received the goods on _____.

Name and surname of the consumer:

Consumer address:

Consumer e-mail: _____

Phone no. consumer (optional): _____

Please return the purchase price of _____ EUR, which I paid to you on _____, to my transaction account no. _____, opened at the bank _____.

In _____, on _____

(consumer signature)