

# General Terms Of Service

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## **BASIC INFORMATION ON THE SELLER**

**Name:** XD FASHION GROUP limited liability company for production, design and selling

**Shortened name:** XD FASHION GROUP d.o.o./llc.

**Headquarters:** Šenkovec 40 000, Ksajpa 2/a

**Office address:** Šenkovec 40 000, Ksajpa 2/a

Registered at the court register of the Commercial Court in Varaždin, MBS: 070138625

**Bank and IBAN: Addiko bank, IBAN:** HR2025000091101517926

**Company ID (OIB):** 74476179832

**Authorized representative:** Ksenija Vrbanić

**Phone number:** [+385 040310516](tel:+385040310516)

**E-mail address:** [shop@xenia-design.hr](mailto:shop@xenia-design.hr)

The customer or user concludes a purchase contract with XD FASHION GROUP d.o.o., (hereafter: XD FASHION GROUP) in the capacity of the seller.

The user is an individual who navigates the website [www.xenia-design.hr](http://www.xenia-design.hr), as well as every customer and visitor of the website [www.xenia-design.hr](http://www.xenia-design.hr)

Concluding a selling contract through using the website [www.xenia-design.hr](http://www.xenia-design.hr) is regulated in line with legal regulations, with particular emphasis on regulations and principles provided by European Union directives.

Concluding a contract by means of using the website [www.xenia-design.hr](http://www.xenia-design.hr) is a form of concluding a contract remotely.

These Terms of Service also represent a precontractual notification when the selling contract is concluded by a

customer, i.e. every physical party that concludes a legal job or is active on the market outside of their commercial, business, craft or professional activities, and insofar as the contract is concluded between a seller and a customer in the scope of an organized system of selling and offering services without the physical presence of the seller and customer in the same location, while only one or more remote communication means are used in the period preceding the conclusion of the contract.

Remote communication means are all means that may be used to conclude a contract remotely without the physical presence of the seller and customers, such as the internet and electronic mailing services.

The content of the website [www.xenia-design.hr](http://www.xenia-design.hr) is also available in the English language. The official languages for concluding a selling contract are Croatian and English. Croatian Law will be applied to the concluded selling contracts.

### **MAIN PRODUCT CHARACTERISTICS**

The customer is introduced to the main product characteristics on the website [www.xenia-design.hr](http://www.xenia-design.hr). XD FASHION GROUP retains the right to alter information, including prices and special offers on the website, without previously announcing it. Along with the product image, the website holds a description of product's main characteristics and the product price (including VAT). Prices, payment terms and special offers are valid exclusively while ordering and/or paying.

### **CONTRACT CONCLUSION PROCEDURE**

Purchases are concluded on the website of XD FASHION GROUP, [www.xenia-design.hr](http://www.xenia-design.hr) by filling out the provided forms. While filling out the forms, it is a duty of the customer to provide all the requested details in a truthful manner. A purchase may be concluded only after both parties (i.e. the customer and the seller) have confirmed to have read and fully understood the Terms of Service and have agreed upon the implementation of those Terms, as well as agreed upon realization of the binding contract of a purchase – payment obligation.

Purchase is available 24 hours a day, 7 days a week. XD FASHION GROUP is not responsible for the costs of using computer or telecommunication services necessary to access the service. The customer will be notified via e-mail about order confirmation and delivery.

In case XD FASHION GROUP is unable to, for whatever reason, deliver one of the items ordered, an employee of XD FASHION GROUP will contact the customer via phone or e-mail, for the purpose of agreeing upon the delivery of a replacement product or the possible cancellation of the order, i.e. breaking a contract.

Completing a purchase on the behalf of a minor or a person who is, either fully or partially, incapacitated for business activities, can only be done by their legal representatives.

Completion of a purchase is done by ordering the available products chosen by a customer based on the product's photograph and main product information. The purchase is completed in a few simple steps.

Browsing through products is possible by simply clicking on a desired product, reading the product description, and deciding whether the product suits the needs of the customer.

The customer selects products from the catalogue available on our online shop ([www.xenia-design.hr](http://www.xenia-design.hr)). The catalogue is categorized based on the product type.

Ordering a product is done online. By clicking the 'Add to cart' icon, a selected product is added to the cart. Adding a product to the cart does not mean that the product is reserved, ordered or purchased. The customer may continue browsing through the items by clicking 'Continue shopping', or view the content of the cart by clicking 'View cart'. The process is completed by clicking 'Complete the purchase', after which the customer will be redirected to a page where they can choose the payment and delivery method and fill out the other required information. If they are in possession of a coupon or a gift card, they can now add the necessary information, as well as any additional comments and notes on the necessity of an invoice.

It is not possible to continue the purchase without ticking the box 'I agree with the Terms of Service'. By ticking this box, the customer confirms that they have read and understood these Terms and that they agree with them. The box 'I am aware that the order includes a payment obligation' must also be ticked. By clicking 'Edit cart', the customer may change the content of the cart. If the customer wants to confirm the purchase of products in the cart, they may click on the icon 'Pay'. After the customer completes the order, XD FASHION GROUP will forward the Terms of Service, order confirmation and the order number to the customer's e-mail address - which will serve as a confirmation that the order was placed. If the customer does not receive the ordered and paid-for products within the mutually agreed delivery date, they are obliged to inform XD FASHION GROUP on the matter. They can do so via e-mail ([shop@xenia-design.hr](mailto:shop@xenia-design.hr)) or by phone (+385 040 310 516) every business day from 8 am to 4 pm CET.

If the customer has not received the order confirmation via e-mail, they are obliged to contact the seller via e-mail ([shop@xenia-design.hr](mailto:shop@xenia-design.hr)) or by phone (+385 040 310 516) every business day from 8 am to 4 pm CET.

In case XD FASHION GROUP is unable to, for whatever reason, deliver one of the ordered products, an employee of XD FASHION GROUP will contact the customer via phone or e-mail to agree upon the delivery of a replacement product or the possible cancellation of the ordered product, i.e. breaking the contract.

In case of any problems or unclarities regarding their order, the customer can contact XD FASHION GROUP via e-mail ([shop@xenia-design.hr](mailto:shop@xenia-design.hr)) or by phone (+385 040 310 516) every business day from 8 am to 4 pm CET.

## **DESCRIPTION OF DELIVERY**

XD FASHION GROUP will deliver the order within the deadlines noted under 'Product price, payment method and shipping'. The orders are delivered using the delivery services GLS or DHL.

## **LOYALTY PROGRAM**

The buyer collects points by buying on our web-shop. The points are calculated based on the amount spent, while taking into account only the accounting period of 1 year from becoming a member of the Loyalty program.

Point allocation is categorized into 4 tiers.

### **In EUR**

1st tier	0 -26 POINTS	0 - 2.699	1 POINT = 2 EUR
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2nd tier	27 - 53 POINTS	2.700 - 5.398	1 POINT = 3 EUR
3rd tier	54 - 80 POINTS	5.399 - 8.097	1 POINT = 3,5 EUR
4th tier	81 + POINTS	8.098 - ...	1 POINT = 4 EUR

#### In USD

1st tier	0 - 30 POINTS	0 - 3.021	1 POINT = 2 USD
2nd tier	31 - 60 POINTS	3.022 - 6.042	1 POINT = 3 USD
3rd tier	61 - 90 POINTS	6.043 - 9.063	1 POINT = 3,5 USD
4th tier	91 + POINTS	9.064 - ...	1 POINT = 4 USD

1% of the amount of the bill equals the number of points obtained.

The customer chooses when they will use the points collected in one accounting period to decrease the payment amount of their order.

#### DELIVERY FEES

XD FASHION GROUP delivers within the Republic of Croatia, as well as to all other countries aside from Russia. The customers are obliged to accept and check their package in front of the deliverer to avoid subsequent complaints about the possible damage to the package originating from the delivery process. In case of any damage to the contents of the package, the customer or another authorized person must file a complaint immediately upon the delivery of the postal item. Exceptionally, a complaint about damage or casualty of the delivery contents may be filed post-delivery if and only if the customer can prove that the damage did not occur after the package was already handed to them.

Delivery is free in Croatia and other European countries if the order amounts to more than 199,- EUR (VAT incl.). For deliveries under 200,- EUR in Croatia and other European countries, the entire delivery fee is to be paid by the buyer. For deliveries to countries outside of Europe, the buyer pays the delivery fees for orders that amount to less than 1.000,- USD.

For delivery to countries outside Europe, the customer bears the cost of delivery up to the amount of 862.70 EUR/6,500.00 kuna, and the cost of delivery is \$35.

For ordered goods in the amount of less than EUR 199 / HRK 1,499.37 (VAT included), the cost of delivery in Croatia is EUR 5 / HRK 38.39, in European countries 25 EUR.

If XD FASHION GROUP is unable to deliver one of the ordered products, they will inform the customer of the situation. The customer may give up on the order or wait until the product is available again. If XD FASHION GROUP is unable to deliver a product in the agreed timeframe, they will inform the customer who then must provide XD FASHION GROUP with an additional, reasonable timeframe to complete the selling contract.

If the customer refuses to accept the package without a valid reason, XD FASHION GROUP retains the right to demand compensation for the costs of manipulation, transport or other potential costs.

## **GENERAL INFORMATION**

Users, i.e. customers, are obliged to familiarize themselves with the Terms of Service of the website before using the website [www.xenia-design.hr](http://www.xenia-design.hr). If there are any additional question or unclarities about the Terms of Service, they may contact the management at [shop@xenia-design.hr](mailto:shop@xenia-design.hr). By accessing the website or by using any part of its content, the customer accepts the Terms of Service for the website [www.xenia-design.hr](http://www.xenia-design.hr), as well as all other rules and Terms of Service for the website and services that are provided by it. Customers agree that they will not use the website in a manner that would harm the authors or third parties, and they accept the risks which accompany using the website and its services. If the customer does not agree with these terms, they are obliged to cease using the website and the services offered by it.

The content of the website is protected under copyright laws and regulations. Altering, borrowing, selling or distributing content is possible only with a previously granted written permission by XD FASHION GROUP.

XD FASHION GROUP presents its customers with the best possible user experience. This entails controlling the work of the server, extending capacity based on the number of users, support for users and instant removal of potential errors, threats and issues in the work of the system. XD FASHION GROUP does not take any responsibility for the potential issues in the operations of the website and its services, as the authors cannot guarantee that usage of the website will not be interrupted in any manner or that it will be absolutely error-free. The customer accepts that access to the website may sometimes be unavailable, limited or interrupted.

Customers use the website at their own risk. XD FASHION GROUP is not in any way responsible for the possible damage the customer could suffer by using the website [www.xenia-design.hr](http://www.xenia-design.hr). The authors and other physical or legal entities which are involved in creating, producing or distributing the website are not responsible for any damage which occurs as a consequence of using or the inability to use the aforementioned website.

XD FASHION GROUP retains the right to, at any given moment, amend or add to the Terms of Service. All changes apply from the day they are published on the website [www.xenia-design.hr](http://www.xenia-design.hr). XD FASHION GROUP suggests periodical checking of the Terms of Service to ensure full awareness of all potential changes.

XD FASHION GROUP retains the right to, at any given moment, and without previously announcing it, modify, add to or remove any part of its business operations, including the website, i.e. any part, service or sub-page offered through the website. This right includes, but is not limited to, changing the time period of content availability, availability of new information, methods of transfer, as well as rights of access or use of the website.

The customer has the duty and responsibility to use the website in line with positive regulations and general ethical

and moral principles. XD FASHION GROUP has the right to, at any given moment, control the content of the website to ensure that the Terms of Service and positive regulations are being implemented and respected. Changes to the Terms of Service are valid as soon as they are uploaded to the website [www.xenia-design.hr](http://www.xenia-design.hr) without any previous notice necessary.

## **DAMAGED PRODUCTS**

XD FASHION GROUP is responsible for any damage to the products, 'damage' here meaning:

- the product does not have the required features to be regularly used
- the product does not have the features the customer purchased it for, about which the seller was or should have been timely informed
- the product does not have the features that were explicitly or tacitly agreed upon or designated beforehand
- the seller has delivered a product that is not, in print or on model, a match for the one the customer had purchased, unless the print or model version of the product are only shown for reference purposes
- the product does not have the features that are regularly present on other items of the same type and which the customer could reasonably have expected because of the nature of the product, considering, in particular, the public statements of the seller, producer or their representatives about the product features (advertisement, etc.)

The customer must notify the seller about the existence of any visible damage within 2 months from the time it had first appeared, and no longer than 2 years since they had first noticed it. Once affirmed that, after the moment of receipt of the product by the customer, the product has been found flawed, faulty or damaged in a way that could not have been established by a standard check procedure during the receipt of the product, the customer has the duty to report the flaw or damage to the seller within 2 months from their discovery, albeit risking the eventual loss of their customer rights.

The seller is not responsible for any flaws that become apparent 2 years after product conveyance. The rights of customer who has, in the adequate timeframe, notified the seller on the existence of a flaw, are no longer valid after 2 years, effective from the day the seller has been notified, unless the customer was unable to exercise his or her rights due to a fraud executed by the seller.

If it is determined that a material flaw exists, the seller has one of the following duties in line with the obligation and contracts laws and according to the choice of the customer:

- removing the flaw
- delivering a replacement product without the flaw
- lowering the price
- breaking the contract

Customer rights on flawed products are regulated by the Law of Obligations and Contracts.

When the customer is a legal entity, the rules which apply are based on the Law of Obligations and Contracts, in particular the parts where material flaws for legal entities are set up differently than those noted in the Terms of Service.

Aside from the responsibility for material flaws, the seller ensures customers the right to particular products, based on the warranty for the validity of sold products. The existence of a warranty will be noted next to the individual products the warranty is valid for, along with all the conditions needed.

## **RIGHT TO UNILATERAL CONTRACT TERMINATION**

Customers may unilaterally terminate the contract within 14 days without the need to provide a specific reason.

The 14 days are counted from the day the customer or a third party determined by the customer and other than the delivery carrier receives the product.

If the customer orders more than one product in the same order that needs to be delivered separately, i.e. if the products are delivered in multiple pieces or packages, the 14 days are counted from the day the customer or the third party determined by the customer and other than the delivery carrier received the last product.

If the delivery was determined through a set period, the 14 days are counted from the day the customer or a third party determined by the customer and other than the delivery carrier received the first product.

If the customer is not notified of their right to terminate the contract, the right of the customer to unilaterally terminate the contract ends 12 months after the 14 days are over.

If the seller has notified the customer of their right to terminate a contract within 12 months, the right to unilaterally terminate the contract ends 14 days from the moment the customer has been notified of the fact.

The customer must, in order to exercise the right to unilaterally terminate the contract, notify the seller on their decision to unilaterally terminate the contract before the 14 days are up with a clear and unmistakable statement sent via e-mail to [shop@xenia-design.hr](mailto:shop@xenia-design.hr), in which they must state their name, surname, address, and phone number or e-mail. The customer may also use the form provided at the end of this document to unilaterally terminate the contract. The copy of the form can be filled out electronically by clicking [here](#). The seller will send confirmation on the receipt of the statement without further delay. In case of termination of the contract, each party must return what they received based on the contract.

The customer must return the goods to the address of the seller: Sportska 6/a, 40 000 Čakovec. The seller is not obliged to reimburse the customer for any additional costs that are a direct result of customer's choice of delivery methods, when such methods are different from the cheapest type standard delivery offered by the seller.

The seller must reimburse the payment using the same methods originally used by the customer, unless the customer explicitly agrees on a different payment method, and under the assumption that the customer will not have to pay any additional costs for that type of reimbursement.

Unless the seller has offered to personally receive the returned goods, the customer must carry out the return of goods without any delay, and no later than 14 days from their notification to the seller on the decision to unilaterally terminate the contract.

The customer has fulfilled their duty to return the goods on time if they have sent the goods before the deadline of 14 days is over or if they have returned the goods to the seller or the person authorized by the seller to accept them before that time period is up.

The seller is by no means obliged to reimburse the customer before the goods are returned, i.e. before the customer delivers proof of returning the goods.

All costs of the return of the products are to be paid by the customer. The customer is responsible for any damage to the goods which occurred as a result of (mis)handling the goods, aside from those actions that were needed to determine the nature, features and functionality of the product.

The seller may, to determine the nature, features and functionality of the product, handle the goods exclusively in a way that is common when buying goods in seller's locations of business. The goods that the customer intends to return within 14 days are not to be used or altered by the customer, nor can the customer act in a way they would not act like at the seller's locations of business, or in a way that would decrease the product's value.

Within the due timeframe for the return of the goods, the goods must be handled cautiously and the customer is obliged to act and treat them with exceptional care.

In case of the decrease of the product's value as a result of careless or faulty handling of the product, the seller will reimburse themselves from the amount received for the full product price, in proportion with the applicable level of damage of the goods, at their own discretion, considering approximately the objective criteria. Termination of a contract can be done by a click to the aforementioned form. The form is attached to the Terms of Service.

The right to terminate a contract is not applicable in the following cases:

- XD FASHION GROUP has completely fulfilled its duties, whilst the completion of the duties started only with the previous explicit agreement of the customer and their consent to the loss of right to unilaterally terminate the contract if the service is completely fulfilled
- the subject of the contract is a product that was made specifically for the customer in question or which was adapted for the customer in any way applicable
- When the customer is a legal entity, the part titled 'Right to unilaterally terminate the contract' in these Terms of Service does not apply to them. The Law of Obligations and Contracts and the Law on Electronic Commerce both apply to legal entities.

## **NOTICE ON THE TYPE OF WRITTEN COMPLAINTS BY THE CONSUMER**

All complaints may be sent to the e-mail [shop@xenia-design.hr](mailto:shop@xenia-design.hr) or by post to the address of the seller, as is in line with article 10 of the Customer Protection Act.

In order for XD FASHION GROUP to respond to written complaints that are not sent via e-mail, the customers are asked to specify the following: their full name, their surname and the address to which the response should be delivered to. A response to a complaint must, as legally required, be given no longer than 15 days after the complaint was first received.

If the customer is a legal entity, the rules on customer protection prescribed in these Terms of Service and in the Customer Protection Act do not apply.

In case of a potential legal dispute, XD FASHION GROUP and the customer shall find the amicable resolution of the dispute. If an amicable resolution of the dispute should be deemed impossible, the dispute remains under the subject-matter jurisdiction and territorial jurisdiction of the Court of Republic of Croatia. If need be, the Court shall apply Croatian Law to the dispute.

Disputes may be handled before the Croatian Chamber of Commerce's Honour Court or before other conciliation centers.

Customer disputes may be solved using the European Commission's ODR platform  
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HR>.

XD FASHION DESIGN retains the right to modify these Terms of Service and rules without previously announcing it. The Terms of Service are in line with the laws of the Republic of Croatia and are legally acquired by the European Union.

## **PRODUCT PRICE, PAYMENT METHOD AND SHIPPING**

The customer must pay for the ordered products using one of the following payment methods:

- Credit or debit card (payment in instalments is possible for deliveries to Croatia) - payment directly via the internet, using a service to pay with the following cards: Visa, MasterCard, American, Maestro and Diners.
- Internet banking, a general money order or a bank transfer.

Expected delivery time :

CROATIA	1 - 4 WORKING DAYS
EUROPE	3 - 7 WORKING DAYS
COUNTRIES OUTSIDE OF EUROPE	3 - 10 WORKING DAYS

The order will be delivered between 10 to 30 days from the day of the receipt of payment on the account of the seller.

The purchase price includes VAT and is expressed in EUR/ Croatian Kuna. Please note that the payment method in the Republic of Croatia is EUR, and the customer carries the cost of currency conversion.

## **DECLARATION ON ONLINE PAYMENT SECURITY**

While paying in our online store, you are using CorvusPay – an advanced system for secure online card payment. CorvusPay ensures complete secrecy of your card details from the moment you fill them in the CorvusPay payment form. Your information is coded and forwarded to the bank that issued your card. Our store never has access to your full card information. The information is inaccessible to the employees of CorvusPay as well. The isolated core singlehandedly transfers and handles sensitive information, all the while keeping them secure. The form to fill in your card information is secured with an SSL transport code of the highest confidentiality level. All the stored data is additionally secured through coding, by the usage of a cryptographic device according to FIPS 140-2 Level 3 standard. CorvusPay fulfils all the requirements relating to the security of online payment as prescribed by leading card brands, i.e. in line with the PCI DSS Level 1 norm – the highest security standard from the payment card industry. By paying with cards that are sorted into the 3D Secure program, your bank must, along with card validity, confirm your identity using a token or a password. Corvus Info treats all the collected information a bank secret and handles them accordingly.

The information is used exclusively for the purpose it is meant for. Your sensitive details are completely secure, and their privacy is guaranteed by the utmost modern security mechanisms. Only the information needed to complete the job in line with the required requested procedures for online payment is collected. Security controls and operative procedures applied to our infrastructure ensure the reliability of the CorvusPay system. Along with that, by keeping up strict access control, frequent security monitoring and in-depth check-ups to avoid the vulnerability of the network, as well as with a planned implementation of information security regulations, the degree of security of the system to protect your card details is permanently kept up and improved.