

General Terms and Conditions

VALFRESCO DIREKT GENERAL TERMS AND CONDITIONS

1. ABOUT VALFRESCO DIREKT WEB STORE

Valfresco Direkt is a website dedicated to providing web store services for food and other products as well as food and beverages order and delivery from Valamar restaurants.

These General Terms and Conditions ("Terms") apply to the Valfresco Direkt web store, which can be accessed via the website www.valfresco.com. The web store is owned and operated in its own name and on its own behalf by the following retailer – commercial entity:

Valamar Riviera d.d.

Stancija Kaligari 1, Poreč

MBS: 040020883 registered with the Commercial Court in Pazin, OIB: 36201212847

Contact address: Valamar Riviera d.d., Valfresco Direkt, Marcilnica 71, Labin

Contact Phone Number: +385 52 465 050

Contact e-mail: valfresco@valamar.com

(hereinafter: VALAMAR or Seller)

These general terms and conditions regulate the policies of purchase, payment, delivery, complaints and termination of a distance contract and all other details of the purchase. The Consumer Protection Law, the Trade Law, the Electronic Commerce Law, the Civil Obligations Law, and other applicable regulations of the Republic of Croatia which apply to business conditions.

Before using the Valfresco Direkt website, please read the General Terms and Conditions carefully.

If you do not agree and do not accept the rights and obligations under these General Terms and Conditions, then you may not use the Valfresco Direkt web store.

By using the Valfresco Direkt website to purchase the product, it is considered that you have fully read, understood, and accepted the rights and obligations under these General Terms and Conditions. By using the Valfresco Direkt web store, you agree to abide by these General Terms and Conditions and agree that they apply to you in full.

These Terms, as well as the individual terms of sale indicated with the information on specific products on the Valfresco Direkt website, represent VALAMAR's offer for concluding distance contracts and contain all pre-contractual information that the trader must provide to the buyer. The Buyer, by concluding an order or otherwise determined by these Terms, accepts them, which is considered to be a distance contract between the Buyer and VALAMAR, and according to the terms of sale specified in these Terms. These General Terms and Conditions form an integral part of the distance contract if it is concluded. Each Buyer will be informed and acquainted with these General Terms and Conditions before entering a contract, in an appropriate manner. The general terms and conditions will also be sent to you by e-mail, which is a confirmation of the contract.

The General Terms and Conditions are published in Croatian, English and German.

The Valfresco Direkt website enables customers to use the web store services in Croatian, English and German.

2. BUYERS AND USER ACCOUNT

Buyers can be adult persons of age, whereby legal persons will be issued R1 invoices on request (by calling the contact phone number: +385 52 465 050). By accepting these Terms & Conditions, you confirm that you are over 18 years of age and that you have full legal capacity.

Buyers can register on the website www.valfresco.com, i.e. create a user account and profile, provided that they accept these Terms.

When creating a user profile, we will ask you to provide the following information: Name, surname, e-mail, gender, and date of birth (optional).

The responsibility for the accuracy and completeness of the entered data during registration and/or purchase lies with the buyer.

Access to the user account is possible by logging in to the Valfresco Direkt web store website by entering your login e-mail address and password in the field provided.

If you forget your password, click on the "forgot password" field and enter the e-mail address you used to register. We will send you instructions on how to change (reset) your password to this address.

Your account will have the following features enabled:

1. Addresses – the user will be able to save multiple addresses from which to choose for delivery when making a purchase
2. My Lists – the user will be able to save their "favourites" on a list so that they can quickly select them later; there will also be another list that will be automatically created, and it will show the user's most frequently purchased items
3. My purchases – the user will have an overview of purchases which will show which items were purchased and the total amount for that cart
4. My vouchers – the user will have an overview of all available vouchers

The buyer may at any time request that their account be deactivated and deleted by contacting valfresco@valamar.com

With or without a user profile/account, the Buyer can activate available information vouchers and discount vouchers, use web store services, and write reviews after using the purchased products, but we may also opt for some benefits that will be available only to registered buyers.

3. PERSONAL DATA AND COOKIES

VALAMAR, as the processing manager, is committed to protecting your personal data. The collection and storage of data is carried out in accordance with the provisions of EU Regulation 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter: Regulation), of the Law on the application of the General regulation of data protection (NN 42/2018), and other regulations governing the subject area, which are applied in the Republic of Croatia.

When you make a purchase on the Valfresco Direkt web store, we process your personal data that you have entered in the web form (name, surname, e-mail, telephone number, address, delivery address) in order to identify you as a Buyer, to enter into and fulfil a one-time distance sales contract and to be able to contact you for delivery. The legal basis is the fulfilment of the sales contract in which the Buyer is a party. Also, processing is necessary in order to comply with the legal obligations of the processing manager (for example, e-mail is also necessary to fulfil the obligation to send a confirmation of the contract). Furthermore, we keep records of your claims and complaints, for example, pursuant to the Consumer Protection Act, the trader shall keep records of written consumer complaints on a durable medium for a period of one year following their receipt.

When creating a Valfresco Direkt web store user account, we process your personal data and create your profile with all the information contained in your account.

When you subscribe to the newsletter, we process your personal data that you have entered in the web form (name, surname, e-mail, gender as mandatory data, and date of birth if you wish to

enter) for the purpose of informing you about Valfresco Direkt offers and news via e-mail. The legal basis is your consent. To ensure that there is no error or abuse when entering the e-mail address, we use the so-called Double-Opt in process (double verification): after the e-mail address is entered in the login field, VALAMAR sends a confirmation link to the e-mail. Only after you have clicked on the confirmation link, your e-mail address is added to the database to send a specific Newsletter. You can withdraw your consent at any time and free of charge by e-mail to: newsletter@valamar.com. Withdrawal of consent does not affect the lawfulness of processing, based on consent before it is withdrawn.

VALAMAR has the right, based on legitimate interest, to collect and use data on the e-mail address and the name and surname of all customers, as well as data on the completed purchase, for the purpose of direct marketing and exclusively for the purpose of informing about Valfresco Direkt offers and news via e-mail. In this case, you have the right to object to such processing, including the creation of a profile to the extent associated with such direct marketing, either in relation to initial or further processing, at any time and free of charge by e-mail to: newsletter@valamar.com.

The deadline for processing personal data for the purpose of sending a newsletter is 10 years, counting:

- from the day of the last purchase or other business relationship with VALAMAR when newsletters are sent based on a legitimate interest
- from the date of your consent when newsletters are sent on the basis of your consent.

Based on its legitimate interest, VALAMAR may also send Buyers (directly or through associates) an e-mail after each purchase with an attached satisfaction survey, asking you to rate our service and products, if you wish. The primary purpose of the satisfaction survey is to collect data on the service for the legitimate interest of analysing business and improving the service by VALAMAR RIVIERA, and VALAMAR RIVIERA may depersonalise and process the data from the survey for statistical purposes.

VALAMAR, based on its legitimate interest, can also send customers an e-mail after each purchase with a survey and ask you to rate our service and products, if you wish. We will use the obtained data for our own needs of business analysis and service improvement.

By calling our contact phone number, we may collect your information related to the purpose of your call, for example, if it is a purchase, we will ask for your name, surname, order number so that we can respond to your request. Also, based on a legitimate interest, we keep records of calls.

VALAMAR, as the processing manager, has a legitimate interest in implementing video surveillance measures in its properties in order to protect property and persons.

When you visit our Valfresco Direkt web store, we collect cookies (small files that are saved on your computer when accessing the VALAMAR website to enable basic or additional functionality of these sites), and other technologies that facilitate the delivery of content depending on your areas of interest, processing purchases, analyzing the characteristics of your visits, etc. Cookies cannot be used to reveal your personal identity. You can always delete cookies stored on your computer, thus preventing further processing of your personal data through such technology. Each internet browser has its own cookie deletion process.

Regardless of the data collection, all users of our website can exercise the following rights free of charge within the limits prescribed by the Regulation:

- The right to information
- Right to erase ("right to forget")
- The right to access data
- Right to rectification
- The right to data portability
- Right to object: when VALAMAR processes data based on its legitimate interests that are stronger than the interests of the respondents
- The right to restriction of processing

In any case, you also have the right to:

- submit a complaint to the Personal Data Protection Official,
- file a complaint to the supervisory body (Personal Data Protection Agency) if they believe that their rights to data protection have been violated.

VALAMAR has appointed a personal data protection official who you can contact at any time via e-mail: dpo@valamar.com or by mail to the address Valamar Riviera d.d., Stancija Kaligari 1, Poreč, Republic of Croatia - for DPO, for issues related to personal data protection and for exercising their rights guaranteed by the General Data Protection Regulation.

For more information on the processing of personal data and your rights, please see the [Privacy Policy](#).

4. PRODUCTS AND PRICES

All products in the Valfresco Direkt web store are clearly marked, with clearly highlighted main features and to the appropriate and necessary extent, given the type of product, with clearly and unambiguously indicated prices. In the case of a semi-ready meals, instructions on preparation and preparation time will be clearly indicated. VALAMAR reserves the right to withdraw any product from sale at any time. In such cases of undelivered and paid product, you will be refunded the full amount of money for those products that are no longer on offer, regardless of the reason for withdrawal of the product from sale, or failure to perform the service. The photos of the products offered in the Valfresco Direkt web store are illustrative in nature and VALAMAR does not guarantee that the image fully corresponds to the product or service itself.

During the period for mandatory dual prices all prices will be displayed both in EUR and HRK alongside the fixed exchange rate of 7.53450 kuna per 1 euro. The displayed prices are VAT inclusive. The products are delivered at prices valid on the day of ordering as published in the Valfresco Direkt web store.

Prices are subject to change. Featured product prices do not include the delivery costs.

VALAMAR can, according to its decision, offer certain products at prices lower than the prices in regular sales, ie with a special discount that is available under the same conditions to all Buyers or only to a specific group of Buyers. The conditions of special forms of sale, such as the duration of such sales, the limitation of the quantities of goods, the amount of the discount, etc., will be described in detail on the product page. After the expiration of the sale period at prices lower than the prices in regular sales, VALAMAR cannot accept orders under conditions relating to special forms of sale that have expired. As a seller, VALAMAR will, in compliance with all provisions of positive regulations, periodically organize special sales of certain products, special offers of certain products that will be limited in duration, and special seasonal offers that will be available only for a certain period of time. Promotions and products will be prominently displayed, and the Buyer will be informed on the terms and duration of such sales on the product itself.

5. ONLINE SHOPPING

Orders can be placed online, every day from 0 - 24.

Ordering process:

SELECTION OF GENERAL DELIVERY LOCATION > CART > PERSONAL DETAILS AND DELIVERY > PAYMENT AND CONFIRMATION

Detailed description of ordering process:

1. You select one general delivery location: 1. HOME OR OFFICE 2. VALAMAR PROPERTY 3. OTHER PROPERTY
2. In the Valfresco Direkt online store, select the product you want to buy.
3. For more information about a product or service, click on the image or text of that product.
4. By clicking on the "ADD" button, the selected product or service is saved in your shopping cart. It is possible to change the quantity of a certain product before the product is added to the cart by pressing the "+" or "-" button.

5. Your shopping cart contains an overview of all the products or services you have chosen so far. Their quantity, price and total price of the product are visible.
6. If you want to change the quantity of an individual product in the consumer basket, click on "+" to increase the quantity of the product or "-" to decrease the quantity of the product.
7. If you want to remove a specific item from the shopping cart, you can do the same by clicking on the "Remove from cart X" label for the individual item.
8. Below the list of selected products is a field for entering a discount voucher code. After entering the voucher code (if you have one), you confirm the voucher entry by clicking the "Apply" button. After that, a new calculation of the product price and the total amount after the applied voucher will be visible.
9. After you have selected the desired products and their quantity, applied for the voucher if you have it, you choose the method of payment (cash on delivery or card).
10. Then enter personal details: name, surname, e-mail, confirmation e-mail, phone number, address, city, postal code, country.
11. After entering personal details, you choose the delivery method: Valfresco Takeaway point (Labin or Poreč) or to the address you specify. If the shipping address is the same as the address you entered in your personal information, click on "Address and contact are the same as above". If not, fill in the address and contact and then the takeaway or delivery details in the drop-down menu (day, date).
12. After entering the delivery information, you proceed to the payment, which depends on the previously selected payment method. If you have chosen to pay by card (Payment Gateway), you are directed to the screen where you need to fill in the card user information and finally to the "Confirm and pay" screen. If you have chosen to pay by cash, you will be taken to the "Confirm and pay" screen.
13. The purchase ends by selecting the "CONFIRM AND PAY" icon.

The order is considered received and accepted by VALAMAR, at the moment when the Buyer electronically completes the purchase by selecting the icon "CONFIRM AND PAY" and VALAMAR receives this notification.

After completing the order, you will receive an e-mail containing both the order number and the basic elements of the order with the text of the General Terms and Conditions, which e-mail is a confirmation of the contract. You will also receive an invoice or order confirmation in the e-mail, depending on the chosen payment method. An invoice in physical form will be delivered to you when you pick up the goods.

6. PRODUCT DELIVERY AND PICK-UP AT THE VALFRESCO DIREKT TAKEAWAY POINT*

Delivery to the address specified by the Buyer

VALAMAR delivers products in the area of Istria County, Rijeka and its surroundings and the island of Krk.

At the Valfresco Direkt web store, the Buyer can indicate on the calendar the date for delivery as well as choose the possibility of placing one order on up to 3 delivery slots. Delivery is possible every day, including Sundays and holidays, and the Buyer can choose between three delivery slots - from 11 a.m. to 1 p.m., from 1 p.m. to 3 p.m. or from 3 p.m. to 6 p.m.

The buyer can divide one order into up to 3 delivery times, but on different days.

The possibility of delivery on the same day is enabled only for certain products (marked with a blue truck icon) for certain delivery points, as follows:

- For postal codes of the city of Labin (postal code 52220) and Rabac (postal code 52221) same-day delivery orders are accepted every day until 5:59 p.m. and Same day delivery is possible from 11 a.m. to 8 p.m.
- For postal codes of the city of and Poreč (postal code 52440) same-day delivery orders are accepted every day until 3:59 p.m. and Same day delivery is possible from 11 a.m. to 5 p.m.

If the courier estimates that due to some extraordinary circumstances he will not be able to deliver in the selected terms, he will inform the Buyer and agree on an alternative date and

method of delivery. In any case, the Supplier will inform the Buyer by phone about the exact time of arrival, in time before the arrival. At the address specified in the order, it is necessary to ensure the presence of a person to pick up the product. If delivery cannot be realized due to insufficient access or access to the delivery address or in case there is no one to pick up the product at the delivery address, the products are not left at the address, but we will try to deliver the goods again. If in two attempts the Buyer does not take over the products, it is considered that the Buyer gives up the takeover and VALAMAR reserves the right to unilaterally terminate the contract. In the event that the Products have been paid for, VALAMAR will in this case return to the Buyer the amount of the value of the products within 14 calendar days after the second failed takeover. If for any reason the Buyer was not available at the delivery address or via the indicated contact number, VALAMAR is not responsible for extending the aforementioned delivery deadlines.

Delivery fee to the address indicated by the Buyer

Delivery on the second day or the following days (regardless of how many delivery dates are selected - one, two or three):

- FREE OF CHARGE - for an individual order with a total value above 19,90 EUR (149,94 HRK)
- 3,95 EUR (29,76 HRK) - for an individual order with a total value below 19,90 EUR (149,94 HRK)

Fixed conversion rate 1 EUR = 7,53450 HRK

Same day delivery (for specially marked products):

- FREE OF CHARGE - for an individual order with a total value above 6,60 EUR (49,73 HRK)
- 2,65 EUR (19,97 HRK) - for an individual order with a total value below 6,60 EUR (49,73 HRK)

Fixed conversion rate 1 EUR = 7,53450 HRK

The delivery fee will be displayed on your order and invoice.

Pick-up at the Valfresco Direkt Takeaway point

In addition to delivery to the specified address, VALAMAR enables Buyers to pick up their orders from 11 a.m. to 7 p.m. at the VALAMAR warehouse at Valfresco Direkt Takeaway point:

- in Labin - Marcilnica 71, 52220 Labin
- in Poreč - Mate Vlašića 39, 52440 Poreč

In the case of choosing the option to pick up the order at the Valfresco Direkt Takeaway point, the Buyer agrees in advance the time of picking up the product at the designated place, in the process of filling in the delivery data. At the Valfresco Direkt Takeaway point, the Buyer must ring a bell to call an employee of Valfresco Direkt at the designated place, who will then hand over the order to the Buyer. If the Buyer does not take over the order within 3 working days at the latest, it is considered that he has given up taking over and VALAMAR reserves the right to unilaterally terminate the distance selling contract. If the Products have been paid for, the money paid will be fully refunded to the Buyer within 14 calendar days after the expiry of the 3-day period for taking over the goods.

When taking over the goods in the warehouse, the Buyer does not pay the delivery fee.

Common provisions

The products will be packaged in such a way that they cannot be damaged by normal handling during transport. The Buyer is obliged to check for any damage and defects when taking over the product.

When taking over the product, the Buyer is obliged to show the order confirmation / invoice and sign the delivery invoice. Since the sale of alcoholic beverages to persons under the age of 18 is prohibited, the Buyer is obliged to present a document proving his / her age upon request.

In exceptional circumstances, when there are official recommendations for the implementation of certain protection measures or VALAMAR decides that it is good to adhere to special delivery conditions, delivery will be contactless. In that case, during the delivery to the address, the delivery person will leave the ordered products in front of the apartment / house, and timely inform the Buyer about the delivery. Also when picking up the products in storage, delivery will be done without physical contact between the Buyer and the person who delivers the products from the storage.

The risk of accidental defect or damage to the Product passes to the Buyer at the time when the Product is handed over to him or to the person he named.

* When ordering prepared meals and beverages from properties and from the Istra and Lanterna campsites, please see the special provisions concerning ordering.

7. SPECIAL PROVISIONS FOR ORDERING READY-MADE MEALS AND BEVERAGES FROM VALAMAR'S RESTAURANTS

On the Valfresco Direkt website you can order ready meals and drinks from the restaurant and other facilities of Valamar Riviera.

By selecting the delivery location, you will be shown the facilities from which delivery is possible, and by selecting the same, the dishes that are currently on offer will also be displayed. Pictures of the dishes are intended for presentation.

The order is possible only during the opening hours of the restaurant and from the opening until 1 hour before the closing of the restaurant.

The order is only possible for delivery on the day of the order, according to the proposed delivery deadlines.

If you make an order with items both from the Lanterna and Istra grocery stores and restaurants in these camps, you will only be able to choose from available overlapping delivery times (delivery times that are shared by the restaurant and the store).

Delivery is organized by the restaurants, and it is not possible to arrange pick-up at the location of the restaurant via the Valfresco Direkt website. In this case, we suggest that you contact the restaurant by phone.

If you are not present to pick up the delivery of food to the address specified in your order, then we will not refund the price for your order and we will charge you the full amount of your order.

Since in this case the goods are perishable goods or goods that expire quickly, you are not entitled to unilateral termination of the contract in accordance with item 10 of these General Terms and Conditions.

All other provisions of these Terms which do not conflict with the provisions of this point shall apply accordingly to the ordering referred to in this point.

8. SPECIAL PROVISIONS FOR ORDERING VALFRESCO PRODUCTS in Lanterna Premium Camping Resort and Istra Premium Camping Resort

On the Valfresco Direkt website, guests staying in Valamar Lanterna and Istra campsites, when purchasing items only from the grocery store on campsite grounds, can have the items delivered directly to their pitch or mobile home.

Selecting a delivery location will show you Valfresco products from the grocery store which can be delivered.

An order can be placed:

- during opening hours, from the moment the store opens up to no later than 1 hour before closing time for delivery on the same day when the order is placed, in accordance with the suggested delivery times, and if there are no more available delivery times for same-day delivery, then delivery is possible the following day in accordance with the suggested delivery times
- after the grocery store closes, for the following day in accordance with the suggested delivery times.

Delivery is organised by the grocery stores. Arranging pick-up at the property's location via Valfresco Direkt is not possible. For such cases, we suggest contacting the store by phone.

If you make an order with items both from a grocery store and a restaurant, you will only be able to choose available overlapping delivery times (delivery times that are shared by the restaurant and the store).

There is no minimum purchase amount. The minimum order for free delivery is 6,60 EUR (49,73 HRK). For orders under 6,60 EUR (49,73 HRK) charged for delivery is 2,65 EUR (19,097 HRK). Fixed conversion rate 1 EUR = 7,53450 HRK

If you are not there to pick up the food delivery at the address specified in your order, we will not refund your order, i.e. you will be charged for the full amount of your order. Because the items being delivered are perishable goods, i.e. goods which are liable to deteriorate or expire rapidly, you will not be entitled to unilaterally terminate the contract in accordance with point 12 of these Terms.

All other provisions of these Terms which do not conflict with the provisions of this point shall apply accordingly to the ordering referred to in this point.

9. PAYMENT METHODS

Payment can be made by all means of legal tender in the Republic of Croatia.

You can choose between two payment methods:

1. pay by card via the WSPay system (to which you will be redirected to make a secure payment), in which case you will immediately receive an invoice by e-mail. To read the Terms & Conditions of the WSPay system [click here](#).
2. cash on delivery, in which case you will receive an order confirmation by e-mail, and an invoice upon delivery.

10. SUBMISSION OF WRITTEN COMPLAINTS

If you are dissatisfied with the service of Valfresco Direkt web store or the delivered product, we will try to respond to any complaints and improve our service as soon as possible.

In accordance with the provisions of the Consumer Protection Law, we inform Buyers - individuals about the possibility of submitting a written complaint. Buyers can send their written complaint by e-mail to prigovori.raskidi@valfresco.com or send it by post to the address: Valamar Riviera d.d., Stancija Kaligari 1, Poreč, marked "Valfresco Direkt".

We will send you a confirmation of receipt of your complaint as soon as possible, and you will receive a written response to the received complaint no later than 15 days from the received complaint.

11. LIABILITY FOR MATERIAL DEFICIENCIES

In case of material defects of the Product, VALAMAR is responsible for them pursuant to the Civil Obligations Law.

Every Buyer has the right to complain about the delivery of the wrong product, the delivery of a product that has expired, or if the goods were delivered with a defect or damage and other similar cases.

VALAMAR is not liable for defects if they were known to the buyer at the time of concluding the contract or could not remain unknown to him.

If a material defect should arise on the goods within one year from the day of passing of risk to the Buyer/consumer, with the trader arguing that the defect did not exist at that time, the expert opinion survey fees shall be advanced by the trader and ultimately settled by either the trader or the consumer, depending on the expert report. If a material defect should arise on the goods after one year has passed, but no later than two years from the day of passing of risk to the Buyer/consumer, the expert opinion survey fees shall be advanced by the consumer and ultimately settled by either the trader or the consumer, depending on the expert report.

The Buyer/the Consumer is obliged to inform the Seller about the existence of defects within two months from the day when he discovered the defect, and no later than within two years from the transfer of risk to the consumer.

The Buyer may send a complaint (related to the product or dissatisfaction with the Seller's service) to the address prigovori.raskidi@valfresco.com or send it by post to the address Valamar Riviera d.d., Stancija Kaligari 1, Poreč, marked "Valfresco Direkt" or by phone at +385 52 465 100. In the complaint, we ask the Buyers to state the order or invoice number and the description of the complaint, so that the Seller can react to the complaint as quickly as possible. If these are products that have expired or are unusable for any other reason, we ask Buyers to send pictures of the expiration date or the entire Product.

The Buyer who has timely and duly notified the Seller of the defect and it is determined that the complaint is justified, has rights under the Civil Obligations Act, including the right to unilateral termination of the contract with refund or replacement for the correct product.

In this case, the return of Products that are incorrectly delivered, damaged or unusable is made at the expense of the Seller, as well as the cost of replacing the product.

If a notice of defect was communicated by the buyer to the seller in a timely manner and in a reliable way, and if the claim is found to be justified, the buyer shall have all the rights under the Civil Obligations Act: request that the defect be eliminated by the seller, request from the seller delivery of another thing without defects, request a proportionate price reduction, or declare the contract cancelled (unless the Seller proves that the defect is insignificant) all under the terms of the Civil Obligations Act. In any case, the Buyer shall also be entitled to a unilateral termination in accordance with the Consumer Protection Act.

This applies to all products from the Valfresco Direkt web store that are stored and delivered in accordance with the declared storage conditions, i.e. the manufacturer's recommendation.

The Buyer/Customer is not entitled to a return of an expired product that has been delivered with a valid shelf life, as well as a product with a valid shelf life if it is open and meets health safety standards.

12. BUYER - CONSUMER RIGHT TO UNILATERAL CONTRACT TERMINATION

Only if the Buyer is a natural person, they shall have the right to inform the Seller within 14 days of receiving the product that they are withdrawing from the contract, without the need to state the reasons for termination. The period starts the day after the date of receipt of the product. The Buyer must return the Product to the Seller no later than 14 days from the submitted request for termination of the contract (cancellation of the purchase) to the address Valamar Riviera d.d., Poreč, Stancija Kaligari 1., marked "Valfresco Direkt" or e-mail address: prigovori.raskidi@valfresco.com. The cost of returning the Product in that case shall be borne by the Buyer. The Seller shall refund the amount paid for the purchase after receiving the goods, in the same way as the goods were paid for. The product must be returned in its original packaging, unused and undamaged, along with the original invoice.

You shall not be entitled to unilateral termination of the contract if:

1. the trader has fully performed the service contract for which the consumer has undertaken to pay the price, and the performance has begun with the consumer's prior express consent and with their confirmation that they understand the fact that they will lose the right to unilateral termination of the contract under this section if the service is fully performed;
2. the subject matter of the contract is the supply of a product for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur during the consumer's right to unilateral termination of the contract;
3. the subject matter of the contract is the supply of goods made to the consumer's specifications or clearly personalised;
4. the subject matter of the contract is the supply of goods which are liable to deteriorate or expire rapidly;
5. the subject matter of the contract is the supply of sealed goods which are not suitable for return after delivery due to health protection or hygiene reasons;

6. the subject matter of the contract is the supply of goods, which are, after delivery, according to their nature, inseparably mixed with other items;
7. the subject matter of the contract is the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
8. the subject matter of the contract is the supply of sealed audio or sealed video recordings or sealed computer software, which were unsealed after delivery;
9. the subject matter of the contract is the supply of a newspaper, periodical, or magazine, with the exception of subscription contracts for the supply of such publications and other cases listed in the Consumer Protection Act.

On this link you will find a form for unilateral termination of the contract, which you can send to VALAMAR by e-mail. Upon receiving your unilateral termination of the contract VALAMAR will send a confirmation of receipt, without delay. The form can also be delivered by post to the address Valamar Riviera d.d., Stancija Kaligari 1, Poreč, marked "Valfresco Direkt" with the indication - unilateral termination.

You can unilaterally terminate the contract without a form, through an appropriate unambiguous statement expressing your will to terminate the contract. The statement must contain the name and surname, address, telephone number or e-mail address of the Buyer, and the order number. VALAMAR will also acknowledge receipt of such statement from the Buyer.

The Buyer is responsible for any loss of value of the goods resulting from handling of the goods, except for the handling that was necessary to determine the nature, characteristics and functionality of the goods.

13. INTELLECTUAL PROPERTY AND USE OF THE WEBSITE

All content published on the Valfresco Direkt website is owned by the company Valamar Riviera d.d. or is otherwise legally used by Valamar Riviera d.d. All visitors to the site are prohibited from copying or using the content of the site in any way, except as provided in these General Terms and Conditions.

Access to the Valfresco Direkt Website may from time to time be prevented due to site maintenance, making improvements to the Site or any other reason or circumstance that VALAMAR will attempt to mend as soon as possible.

When paying by card, Buyers will be redirected to the pages of our partner WSPay system, and on these pages will adhere to their policies where they will also be able to read their general terms and/or conditions of business and privacy policy.

Also on the Valfresco Direkt web store page there are links to other VALAMAR websites where you can find more information about VALAMAR.

14. DISCLAIMER

The Buyer explicitly agrees to use the web store solely at his own risk, and that VALAMAR is in no way responsible for the Buyer's authority to enter into the contract.

VALAMAR does not guarantee the Buyer that the use of this site will not be interrupted or that it can be used without errors at any time, nor is it responsible to the Buyers for the consequences of using this site. Disclaimer in connection with the use of this website applies to all damages, direct or indirect, or possible injuries caused by any bad features, error, exclusion, interruption, deletion, malfunction, delay in operation or transmission, computer virus, interruption in the communication line, theft, destruction or unauthorized access, alteration or misuse of records, termination of contract, misconduct, negligence, or any other act.

The user of the site explicitly confirms that VALAMAR is not responsible for offensive, inappropriate or illegal behavior of other users or third parties and that the risk of damage that may occur as a result of this lies entirely with the end user.

VALAMAR will not be liable for any damage that may occur as a result of use, or due to the inability to use this website. The end User expressly acknowledges that the terms of this chapter apply to the entire content of this website.

VALAMAR will not be liable, regardless of the cause or duration, for any errors, inaccuracies, or other deficiencies, inadequacy or inaccuracy of the information contained on this website, as well as for any delay or interruption in the transmission of information to the end user, for any claims or losses arising therefrom. VALAMAR will not be liable for any claims or losses of a third party, including lost profits.

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VALAMAR reserves the right to immediately revoke any end-user passwords or user accounts in the event of any end-user behavior that VALAMAR, in its sole discretion, deems unacceptable, as well as in any case of non-compliance with these Terms by the end user.

15. GOVERNING LAW AND DISPUTE RESOLUTION

The contractual relationship shall be governed by Croatian law.

VALAMAR will try to resolve all disputes with the Buyer in a peaceful manner.

Disputes within the European Union related to online shopping can be resolved through the ORS platform, which can be accessed at the following [link](#).

In case of failure to reach an agreement, all disputes will be resolved before the competent court as per VALAMAR's head office, with the application of Croatian law.

16. APPLICATION

These General Terms and Conditions apply from 01.06.2022

VALAMAR reserves the right to change these General Terms and Conditions at any time, without prior notice.

All changes to these General Terms and Conditions will be published on this website and the date of their entry into force will be announced.

Any changes to these General Terms and Conditions will only be effective for new orders registered after the publication of these changes on this website.