

## **GENERAL TERMS OF USE, VISIT, REFERENCE AND ANY OTHER FORM OF USE OF WEBSITE [WWW.HEATINGFLOOR.EU](http://WWW.HEATINGFLOOR.EU)**

These "General Terms" define rights and obligations of parties participating in these relationships under conditions and within the meaning of Art. 20a of the *Law on Obligations and Contracts*, as fundamental and applicable web space legislation.

The website [www.heatingfloor.eu](http://www.heatingfloor.eu) is owned by "TEZO" Ltd., UIC 200831908.

Anyone who "visits" website [www.heatingfloor.eu](http://www.heatingfloor.eu) after loading "homepage", which contains a reference to these rules continued with "use", which is thought of as being "clicked" on any subsequent reference, shall be considered as having accepted these General Terms and became a party to a contract concluded with "TEZO" Ltd., UIC 200831908, 28, Vasil Aprilov str., fl. 1, of.2, Bulgaria.

As an exception to the above mentioned rule is only accepted the fact of opening of the link to the General Terms as a follow-up of the main page loading.

After getting acquainted with the General Terms, anyone who disagrees with them may declare its explicit refusal to accept the General Terms and, as a result, must immediately suspend "visit" and "use" of the website [www.heatingfloor.eu](http://www.heatingfloor.eu)!

The opening of direct "link" to other than the home page of this website shall be considered according to this rule as opening of the home page. When loading of any page of this website, it always contains a "link" to the General Terms.

### **GENERAL RULE OF JURISDICTION**

For the purpose of simplification and highest possible protection of interests of this website's users, it is assumed that all rights and obligations which appear as a result to the existence of this website appear under the jurisdiction of the Republic of Bulgaria and its legislation.

For anyone who at the time of use of the website is physically located outside of the jurisdiction of the Republic of Bulgaria the fiction that she/he is under the jurisdiction of the Republic of Bulgaria is accepted to the extent allowed by the web space legislation.

Notwithstanding any other terms owner and the administration of the website cannot be subject to obligations and any other mandatory legislative conditions of any other country except the Republic of Bulgaria.

Conflict with any international regulated legal order is considered as a ground for arbitration in the Bulgarian Court of Arbitration, which is treated as a pre-agreed arbitration rule, which is explicitly stated in all disputes arising out of this agreement or relating to it, including disputes arising from or concerning its interpretation, invalidity, fulfillment or termination, as well as disputes about filling gaps in the contract or its adaptation to new circumstances shall be resolved by the Arbitration Court at the Bulgarian Chamber of Commerce in accordance with its Rules for Cases based on arbitration agreements.

### **PARTIES TO THE CONTRACT**

This agreement is bilateral. As one party to this contract shall be considered the owner and administration of the website [www.heatingfloor.eu](http://www.heatingfloor.eu), called for the purposes of these General Terms

"administration", and all other persons who have a bearing upon this contract are considered as the second party on it and for the purposes of these General Terms are called "users". Each "user" is regarded as a separate contract.

Differences in rights and obligations of "users" are allowed only on the grounds laid down in these General Terms, which clearly and explicitly define results of the actions of a "user" and are equally available to all.

Parties to the contract can only be persons who at the time of registration on the website are 18 (eighteen) years old.

### **OBTAINING "USER" STATUS**

"User" is any person who has successfully completed the registration process on the website [www.heatingfloor.eu](http://www.heatingfloor.eu).

### **PRIVACY**

All data that user provides in the course of the registration on the website are under protection of the *Law on Personal Data Protection* and are considered as granted by the user under conditions of Art. 4 par. 1 p. 2 of the *Law on Personal Data Protection*, as they will be used solely for the purposes of this Contract and to perform delivery of goods ordered.

### **CONSEQUENCES OF THE USE OF THE WEBSITE**

For the purpose of using the website, any user at her/his will and discretion decides what Internet software/browser/should be used to perform entrance on the website.

During the session of the user with the website no independent programs that are not under the control of the main program selected by the user/browser/, will be installed on the user's computer. In the event of any damage of whatever nature of the user's computer and installation of programs from the website, the owner and the administration of the [www.heatingfloor.eu](http://www.heatingfloor.eu) will not be held responsible.

The lack of responsibility of the website owner and the administration is determined by a mandatory circumstance that the website does not perform any management actions on the user's computer through its programming code.

Occurrence of problems and consequences due to use of unlicensed software are entirely up to the costs of the ones who use them.

### **TERMS OF PAYMENT**

The user can execute a transfer of cash/a payment/to the website owner or the administration at her/his will and by way of her/his choice, using one of the options provided by this website.

In any event, the payment is considered to be performed in Bulgaria.

Despite the payments might have been arranged outside the jurisdiction of the Republic of Bulgaria, they are assumed to be implemented as funds received in the same way as if the foreigner made the payment being physically under the jurisdiction of the Republic of Bulgaria.

For the purposes of tax proceedings, all payments processed through the website for its activity are considered taxable events under the jurisdiction of the Republic of Bulgaria.

### **SELECTION OF THE PRODUCT – WEBSITE OFFER**

When choosing a product offered on the website the user is not considered invited within the meaning of Art.290 of the Commercial Code and/or recipient of a public offer within the meaning of Art.291 of the Commercial Code. Announced products and prices are only for information purposes and cannot be used as grounds for claims and/or claims for lost profits and/or damages.

### **CONFIRMATION OF THE PRODUCT CHOICE AND CONFIRMATION OF PRICE**

Once the user makes a choice of products they want to purchase from the site, it is required to confirm your order by phone call and/or email. Confirmation should explicitly mention products chosen and their prices. Valid as relevant for the transaction are only products and prices, which are confirmed by the seller, as well as specific products and value at which they will be sold.

### **TYPES OF PAYMENTS**

The payment of the products can be done in a way convenient for the user, currently two options are available:

1. Bank transfer - payment is considered valid after the crediting the account of the seller.
2. Through payment system Paysera <https://www.paysera.com/> - payment is considered valid after receipt of the amount in the seller's Paysera.
3. Through international payment system Paypal <https://www.paypal.com/> - payment is considered valid after receipt of the amount in the seller's Paypal.
4. Through online payment processing for internet businesses Stripe <https://stripe.com/> - payment is considered valid after receipt of the amount in the seller's Stripe.

Necessary data for the fulfillment of payment will be available to the user together with confirmation of an order. As far as data such as bank account, Paysera, Paypal, Stripe account may be subject to change, they will be communicated explicitly with order confirmation.

### **DELIVERY OF THE PRODUCTS**

All products are shipped in cartons to ensure preservation and its safe transportation. User is obliged to guarantee the same delivery conditions in the case of return and/or advertisement of a product.

Specific delivery conditions and option to choose delivery service shall be announced separately on the website as far as they can tolerate operational change and include promotional discounts for certain period of time.

### **RETURNS**

Each user has the right to return the product he/she purchased. This right is limited with 14 days period from the date of product receipt. Such return shall be performed under the conditions prescribed by the *Law on Consumer Protection*, from Art.43 to 61, and an additional mandatory condition prescribed by this contract that a product is not "installed/mounted" and/or used.

The user returns the product to the warehouse on his/her expense.

The user can return the product upon receipt. In this case delivery costs are borne by the seller.

The return of the product is not a complaint!

### **SPECIAL TERMS FOR “BASIC” KITS**

The user has right to return a product from the “BASIC” kits series within 30 days from the product receipt.

If the return of the product is requested after the set out by law period of 14 days but not later than 90 days from its receipt, the user will receive back the amount paid by him, excluding the value of the initial delivery.

If the user wants to return the main product - heating film, and lacks some of the additional items in the kit, the user will receive back the amount paid by him, minus the value of the missing materials!

### **RULES OF COMPLAINTS ABOUT PRODUCTS**

Each product can be subject to a complaint in accordance with the *Law on Consumer Protection*, from Art.122 to Art.129.

Factory defective product is replaced entirely at the seller's expense.

If the product becomes defective due to normal use, it shall be repaired at the seller's expense. User is obliged to provide access to the product for carrying out of the repair at his/her expense.

If the product becomes defective due to misuse and/or installation, it should be repaired at the user's expense.

The user is obliged to prove that the installation/mounting of the product has been made by a person with sufficient technical proficiency to understand the nature of the product functioning and specific requirements for installation and mounting.

### **LIABILITY FOR INCIDENTAL, INTENTIONAL OR MALICIOUS INTERFERENCE IN THE WEBSITE**

The owner and the administration of this website shall not be held liable for the information and/or pictures posted on the website, which has been placed there due to unauthorized intrusion by third parties in the website administration. Change of the information that has been already published, especially change of prices for individual products shall not cause responsibility and obligation to sell them.

### **PRODUCT LIABILITY**

The owner and administration of this website do not hold any liability for the following but not limited to direct, indirect, consequential, incidental, sub-sequential, combined, special, force majeure and any other damages caused by the use of the products purchased regardless of the way, principle and reason of use, the liability in these cases is to be held by the manufacturer as far as it is imperatively defined by Articles from 130 to 142 of the *Law on Consumer Protection*.

## **LIABILITY FOR THE ACTIONS OF THIRD UNSCRUPULOUS INDIVIDUALS ON BEHALF OF A REGISTERED USER**

Registered user who has placed an order and confirmed it shall not be held liable only if he returns a product without integrity damage of the package. As far as this situation could occur mainly when buying in terms of cash on delivery common return rules for products purchased via Internet apply to this user.

In the event when a registered user has placed and confirmed an order, which has been paid by bank transfer by the user or by the user in Paypal and the product is delivered to the address indicated during the registration of the user on the website, the owner of the website and website administration are not obliged to return paid amount of money. An exception to this rule is possible only if the product returned to the store of the seller still retains marketable condition packaging under the terms of return of a product purchased through the Internet.

### **FULL REFUND**

The user is entitled to receive a full refund if he returns the product with undamaged packaging within 14 days from the date of purchase.

Refund shall be performed within 30 days from the date of product return.

### **PARTIAL REFUND**

The user is entitled to receive a partial refund if the returned product does not meet the conditions defined in the Art. From 43 to 61 of the *Law on Consumer Protection*.

Part of an amount which should be refunded shall be determined after the revaluation of the returned product and identifying of the amount of loss of value of the product.

Amount to be refunded shall be transferred to the user within 30 days from the date of identification of damage size.

Total time on this issue cannot be longer than 90 days.

## **ORDER PROCESSING TIME AND DELIVERY TIME**

All orders placed up to 2 hours before closing time shall be processed on the same working day. Queries made up to 2 hours before closing time shall be processed, wherever possible, on the same day and on workload - on the next business day.

All available products in the warehouse under orders with confirmed payment and confirmed address shall be sent within one business day.

Delivery of products to the territory of the Republic of Bulgaria shall be from 1 to 5 working days.

## **USER'S RIGHT TO CANCEL REGISTRATION**

Each user has the right to unilaterally and without notice to cancel her/his registration. All confirmed orders for the purchase of products made before the cancellation of the registration shall remain valid contractual relationships.

## **RIGHT TO CHANGE THE GENERAL TERMS OF USE**

The website owner and the administration of the website reserve the right to modify these General Terms without notice. Each change shall be marked with a date and will be valid for contracts concluded after the change.

In case of an imperative change of legislation which prescribes mandatory change of the General Terms, they should be considered as changed from the date of entry into force of the law, even if these General Terms are not updated.