

**Terra madre d.o.o.**

Riječka ulica 26, 52420 Buzet, Hrvatska (Croatia)

OIB: 14953230348

www.terramagica.hr | info@terramagica.hr

Association Terra madre Ltd., Riječka ulica 26, 52420 Buzet, Croatia (hereinafter: Seller)

and

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(hereinafter: the Buyer).

Concluded on date \_\_\_\_\_:

## **DISTANCE CONTRACT**

### **Article 1.**

With this contract, the Seller sells, and the Buyer buys the goods / service / works in accordance with the attached invoice (hereinafter: the goods).

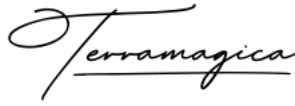
The Seller is obliged to deliver the goods to the Buyer so that the Buyer becomes the owner, and the Buyer undertakes to pay the price for that and take over the goods.

This contract was concluded as a distance selling contract within the meaning of the Consumer Protection Act (hereinafter: the Act), because it was concluded through online sales as a means of communication.

### **Article 2.**

By concluding this contract, the Buyer confirms that the Seller has previously notified him of:

1. Main characteristics of the goods ;
2. Company name, headquarters address and email ;
3. Retail price of goods, other transportation costs, delivery or postal services, and that those costs can be charged;
4. In terms of payment, terms of delivery of goods, time of delivery of goods and the manner of resolving consumer complaints by the Seller;
5. In the terms, deadlines and procedure for exercising the right to unilateral termination of the contract, as well as the form for unilateral termination of the contract;
6. The buyer is obligated to pay the costs of returning the goods in the event to exercise its right to unilateral termination;
7. The Buyer may not exercise the right to unilateral termination of the contract in cases where, pursuant to Article 79 of the Law, that right is excluded;
8. The existence of liability for material defects;
9. In the servants and assistance offered to the Buyer after the sale, and the conditions of use of these assistance, as well as any guarantees issued with the goods;
10. The existence of appropriate rules of conduct of the Seller, defined by Article 5, item 8 of the Act;
11. Duration of the contract, conditions of termination or termination of the contract;



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12. Mechanisms out of court settlement, and the systems for compensation, and the way they buyer can use.

### **Article 3.**

The Buyer has the right to unilaterally terminate the distance contract within 14 days when the goods that are the subject of this contract are handed over to the Buyer or a third party designated by the Buyer, who is not a carrier.

The parties agree that the Seller has submitted to the Buyer a form for unilateral termination of the contract, and that the Buyer is aware of the obligation to give a statement of termination of the contract in writing, where the form for unilateral termination of the Contract must contain:

- Name, Surname and Customer Address;
- Name and address of the headquarters of the Seller, E-mail address;
- Explicit statement of the buyer on termination;
- Customer signature and date.

If the Buyer unilaterally terminates the subject Agreement, he is obliged to return the subject of sale to the Seller without delay, and no later than within 14 days from the day when he sent the notice to terminate the Agreement.

The Seller is obliged to return the received money to the Buyer without delay, and no later than within 14 days from the day when he received the withdrawal form.

The Seller will make a refund in the same way as the Buyer made the payment.

In the event that the Buyer agrees in another way to a refund of the amount paid, the Buyer will not bear any costs in relation to the refund.

The Seller will refund the money only after the goods are returned to him or after the Buyer submits proof that he has sent the goods back to the Seller.

The day of termination of the contract is considered the day when the Seller received the form of unilateral termination.

### **Article 4.**

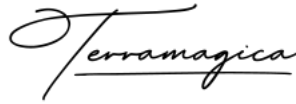
Notwithstanding the provision of Article 3 of this contract, the Buyer has no justified reasons for unilateral termination of the contract at the courses referred to in Article 79 of the Act.

### **Article 5.**

The Seller is obliged to deliver the goods to the Buyer no later than 15 days from the date of concluding this Agreement.

Delivery of goods will be done as follows: own delivery vehicle, courier service, and delivery costs are borne by the Buyer.

Delivery will be made to the Buyer or a person authorized by the Buyer.



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#### **Article 6.**

The buyer is obliged, after receiving the goods, to inspect the goods and check compliance with the ordered, and immediately without delay, to indicate the existence of defects that can be observed by inspection.

For hidden defects that existed at the time of transfer of risk to the Buyer, the Seller is liable within two years from delivery of the item, and it is assumed that the errors existed at the time of transfer of risk to the Buyer if they are shown less than six months from receipt of goods, which does not preclude the seller's right to prove otherwise.

The moment of transfer of risk from the Seller to the Buyer is the moment of delivery of the goods to the Buyer or a person authorized by the Buyer to receive the goods on his behalf.

In case of defects for which the seller is responsible, the provisions of the Act shall apply to the rights of the buyer and the procedure of exercising the rights, unless otherwise prescribed by this Act..

#### **Article 7.**

The Buyer is obliged to pay the Seller the amount stated in the invoice issued with this Agreement for the goods that are the subject of this Agreement.

#### **Article 8.**

The Buyer is responsible for the damage caused by the failure to take over the goods sent by the Seller in accordance with this contract.

Damage means damage to the goods, as well as the costs of the Seller due to the failure of the Buyer to take over the goods, such as: costs of storage, repackaging, return of goods and the like.

#### **Article 9.**

In the event of a dispute, the contracting authorities agree to try to resolve it amicably, all in accordance with the provisions of the Act.

In case of impossibility to resolve the dispute out of court, the contracting parties will agree on the jurisdiction of the Commercial Court in Rijeka.

#### **Article 10.**

The contract is concluded by communication, as follows: in one original copy at on the basis of which two copies were made, one for the Buyer and the other for the Seller.

Terra madre d.o.o.  
SELLER

\_\_\_\_\_  
BUYER