

Terms & Conditions

The general terms and conditions of the Panonian webshop are compiled in accordance with the Consumer Protection Act, the General Data Protection Regulation and the Electronic Commerce Act valid in the Republic of Croatia.

These general terms and conditions apply to the use of the Panonian webshop at <https://panonian.com> and the purchase of products available there. Please read these terms and conditions carefully before use. Your agreement to the terms and conditions set out here is a prerequisite for making your purchase.

These general terms and conditions were last updated on September 30, 2022.

COMPANY DETAILS

Name:	Panonian Engineering d.o.o.
Address:	Industrijska Ul. 23, 35400 Nova Gradiška, HRV
Phone Nr.:	+385 91 781 5669
Email address:	info@panonian.com
Website and Webshop:	https://panonian.com
Personal Identification Nr. (OIB):	96057237720
VAT Identification Nr.:	HR96057237720
IBAN:	HR3924020061101038081
SWIFT:	ESBCHR22
Registered at:	Commercial Court in Osijek
Company Court Registration Nr. (MBS):	5437083
Shared Capital (paid in full):	20.000,00 HRK
Board Members:	Leon Trivić Lucas Martin Paashuis Marko Stojaković

GENERAL TERMS AND CONDITIONS OF THE WEBSHOP USE

The webshop available at <https://panonian.com> was set up by Panonian Engineering d.o.o., registered at Industrijska Ul. 23, Nova Gradiška, Croatia, in the Commercial Court of Osijek under (MBS) 5437083, OIB 96057237720 (hereinafter: 'Panonian' or 'Seller'). If you have any questions, you can contact us at info@panonian.com.

The conclusion of a contract of sale through the web store <https://panonian.com> is regulated in accordance with legal provisions, taking into account in particular the principles and provisions of directives and regulations of the European Union. Concluding a contract through the web store <https://panonian.com> is concluding a distance contract.

Panonian provides a webshop service on the website <https://panonian.com>. The service consists of selling goods between users of the webshop – you as the buyer and us as the seller, and arranging the delivery of items of sale. The web store is intended for individuals and legal entities.

In our web store, we always try to show descriptions and photos of the offered products as accurately as possible. Despite our best efforts, it may occasionally happen that certain products do not have a photo or that there are certain minor errors or deviations. We will try to fix all of the above as soon as possible. The content of the web store <https://panonian.com> is protected by copyright. Modification, rental, sale or distribution of content is only possible with our prior written permission.

The website may contain links to websites of third entities, which are beyond control the control of Panonian and which are not subject to these general terms and conditions. If you visit websites of third entities via a link offered, we shall not be held liable for the content of third entities' websites, their functionality or terms and conditions of their use.

You agree to these Terms and Conditions electronically when confirming your order at the webshop. We also encourage you to read the [Privacy Policy](#), as well as the [Cookie Policy](#) as these documents also apply to your use of the webshop.

The user agrees to use the webshop only in accordance with these terms & conditions, to browse public content for buying available products by submitting legally valid orders and communicating with the seller. The user also agrees not to use the web store in a way that harms authors or third parties, and accept all risks of using the web store and services.

The services we provide to you through the webshop do not include the cost of using the computer equipment and other electronic equipment (electronic devices) and services to access our webshop. Panonian is not responsible for the cost of the phone, data traffic or any other costs that may occur when ordering or browsing the contents of the webshop and using the services provided there.

The laws of the Republic of Croatia shall apply to these General Terms and Conditions and all contracts.

CHANGES TO THE GENERAL TERMS

A valid version of the General Terms and Conditions for using the webshop is always considered the version published on this site. In the event of a dispute, the version valid at the time of the purchase will be applied and with which you, as the customer, have expressed your consent at the time of placing the order.

There is a possibility of occasional changes in the General Terms and Conditions of the webshop use to comply with changes in the law and/or our business processes. We are technically unable to notify every user about the changes, so we recommend that you read this text every time you are using the webshop to be familiar with possible changes.

Panonian keeps the right to change or abolish (temporarily or permanently) any of the products or services it provides, as well as to change the content in the webshop, without prior approval or notice, subject to good business practice.

CONCLUSION OF SALE AGREEMENT

When browsing the contents of a web store, you can freely choose the items you want and add them to your cart. This action is not binding in any way. Once you have selected the items you want and are sure you want to buy them, you begin the ordering process, where you enter all the information required to complete the order, confirm your agreement with the General Terms and Conditions of the webshop use, and depending on the payment method selected, make payment. The actions you take and confirm during the order submission process are considered to be a Purchase Agreement and, as such, are binding.

The prices of the products listed on the webshop include VAT. The VAT rate charged upon checkout is applied according to the rules of the Union One-Stop Shop and depends on the shipping address filled in by the customer. For shipping addresses of countries within the European Union, the VAT-rate of the country to which the order is shipped to is applied. For shipping addresses of countries outside of the European Union, no VAT will be applied.

The ordered goods are delivered at prices and conditions valid on the webshop on the day of placing the order, regardless of the prices and conditions valid on the day of the delivery.

These General Terms and Conditions form an integral part of the webshop Purchase Agreement.

After submitting your order using the webshop interface, you will receive an automatically generated order confirmation receipt (hereinafter 'Confirmation') at the email address you entered in the ordering process. An order confirmation is not considered as confirmation of the Purchase Agreement conclusion by the seller but is solely a document confirming the receipt of the order. We reserve the right to refuse an order received if we are unable to execute it according to the quality standards of the Panonian webshop due to exceptional circumstances. The seller is not obliged to make a Purchase Agreement based on the received order in case he is unable to fully fulfil the obligations in the contract. The Purchase Agreement by the seller is considered to have been concluded at the time of dispatch of the goods and you will be informed by a special e-mail.

The purchase of products in the name and for the account of a minor or a person deprived of legal capacity (in whole or in part) may be requested only by their legal representatives.

PRODUCTS

The seller is not liable for damage to the buyer's vehicle if it is the result of an incorrectly installed product or if the buyer has installed the wrong product in the vehicle.

Unless specified otherwise, in a separate confirmed document, the products are not approved for use in regular traffic conditions and on public roads. They are only for use at one's own risk and only on closed race tracks. Panonian shall not be held liable for any damage (injury, death, damage, damage to an item, loss etc.) caused to the buyer or a third part (in whole or in part) in relation to using or purchasing our product.

PRODUCT PRICES AND PAYMENT METHODS

All product prices on the webshop are expressed in Euro (EUR/€) and include VAT. To comply with legal requirements within the Republic of Croatia, the final invoice of the purchase will also show the Croatian Kuna (HRK) equivalent. This Croatian Kuna equivalent (HRK) is calculated using the current middle exchange rate of the Croatian National Bank ("Hrvatska Narodna Banka") on the day of purchase.

All payments will be effected in Euro. In case your local currency is not Euro, the bank, credit-card or other financial institution at which you hold your personal account will convert the charged amount into your local currency according to their own exchange rate. As a result of this conversion, there is a possibility of a surcharge to the total amount for which Panonian cannot be held responsible.

In exceptional cases of administrative errors in the pricing of products on webshop, we are under no obligation to make a Purchase Agreement under adverse conditions. If this is the case, we will offer you to buy the product at the right price, without the obligation to accept such an offer. If you do not accept the offer, the amount paid will be refunded if your payment was already made beforehand.

Products remain the property of the seller until receiving the full payment under the Purchase Agreement, regardless of whether the goods have been delivered.

All payments on the webshop are made through the payment module of Mollie b.v., based in the Netherlands, and are done through a secure connection with a high degree of

encryption. No sensitive information, such as credit-card numbers or login data, stored by any of the parties involved.

Your invoice is generated manually or automatically through the account software provided by E-RAČUNI d.o.o., based in Slovenia, and will be delivered to you bundled with your merchandise and/or via email.

DELIVERY OF GOODS

The moment you place an order on the webshop, Panonian receives your order and after the payment is confirmed, will start packing the shipment. When sending the order, we will send you an e-mail with notification of sending and the expected delivery time.

There is no fixed selection of countries that we are able to ship to. We ship to all countries within Europe, and strive to ship to most, if not all, other countries in the world. The exact costs and possibility of shipping depends on several factors that are not in our control and will be displayed upon checkout. The delivery service is made by one of a few different partner shipping companies.

Even though we at Panonian strive to keep shipping prices at a minimum, there is a possibility of an increase in shipping prices at any point in time due to factors that are not in our control.

Detailed shipping conditions can be found under the "Shipping, Returns and Warranty" tab of our website [here](#).

Panonian will not modify the terms of sale after the conclusion of the contract or cancel delivery of the goods unless, due to a technical error of the inventory tracking system, a particular product that was shown as available is not actually available. In this exceptional case, we will notify you in a timely manner through the contact information you provided when placing your order. We will allow you to choose another product instead of the unavailable product from the original contract, without the obligation to accept such an offer. If you do not accept the offer, the amount paid will be refunded to you.

If your order includes multiple products, one of which is not available, we will notify you in a timely manner and the other products ordered will be delivered in accordance with the contract.

All products will be packed in transport packaging in such a way that they cannot be damaged by normal handling in transport. The buyer is obliged to check any defects when picking up the product and immediately react to the delivery worker who delivered the goods or refuse to accept the package showing any external damage.

The buyer is obliged to sign the delivery note or invoice when picking up the goods, which the delivery service takes as a confirmation of the takeover. The Buyer's signature on the delivery note, or invoice of the shipment means that the product was taken over without visible external damage.

If you do not pick up the product or refuse to take over the product without a valid reason, we reserve the right to claim reimbursement of handling, transportation and other possible costs.

MATERIAL DEFICIENCIES

Panonian is responsible for the material defects of the goods it sells on the webshop in accordance with Croatian positive regulations, in particular, the Law on Obligations of the Republic of Croatia.

A deficiency is when:

1. the item does not have the necessary properties for its regular use.
2. the item does not have the necessary properties for the use for which the buyer procures it, and which was known to the seller or must have been known to him.
3. the item does not have the properties and characteristics that are explicitly or tacitly agreed, i.e. prescribed.
4. the seller has submitted an item which is not identical to the sample or model, unless the sample or model is shown for information only.
5. the item does not have properties that otherwise exist in other things of the same type and which the buyer could reasonably expect according to the nature of the item, especially taking into account public statements of sellers, manufacturers and their representatives about the properties of things (advertisements, marking things, etc.).
6. the item is improperly installed provided that the installation service is included in the performance of the sales contract.
7. if improper installation is due to deficiencies in the installation instructions.

WARRANTY

Warranty on our products is given in full compliance with the laws of the European Union under normal use.

No warranty applies to products used for racing purposes. However, in expression of good faith, Panonian will be prepared to deal with a potential defect or problem within its capabilities, as quickly and as correct as possible.

RIGHT TO UNILATERAL TERMINATION AND RETURN OF GOODS

Unilateral contract termination and the return of the goods cannot be done for legal entities unless the goods you received are damaged or incomplete, you have the right to terminate the Purchase Agreement within 30 days from the day of taking over the goods or after placing the order.

For natural persons, the return can be made within 14 days of receipt of the goods, and in case the goods you received are damaged or incomplete, you have the right to terminate the Purchase Agreement within 30 days from the day of taking over the goods or after placing the order.

In order to be entitled to unilaterally terminate the Purchase Agreement, it is necessary to submit a copy of the Form for unilateral termination of the Purchase Agreement, together with the original invoice before the expiry of the stated deadline. The form can be submitted in the package with the goods or by e-mail to info@panonian.com.

The form for Unilateral Termination of the Purchase Agreement can be downloaded [here](#) in pdf format. You can fill it out electronically or physically after printing.

In the event of termination of the contract, each party is obliged to return to the other what is received under the Agreement. Following Article 72 of the Consumer Protection Act, you are obliged to return the goods received to Panonian Engineering d.o.o., Industrijska Ul. 23, Nova Gradiška, Croatia.

The prerequisite for the unilateral contract termination is that the goods have not been used and that they are in the original packaging, including the original labels. If the goods have been used and impairment has occurred, upon receipt of the returned goods, we will assess the condition of the goods according to the visible signs of use and determine

accordingly what percentage of the refund will be paid to you. In such situations, we will contact you and try to find a mutually acceptable solution.

If the consumer is not notified of the right to terminate the contract, the consumer's right to unilateral termination of the contract expires after 12 months from the expiration of 14 days.

If the seller has notified the consumer of the right to terminate the contract within 12 months, the right to unilateral termination of the contract expires after the expiration of 14 days from the time the consumer received the notice.

REFUNDS

No later than 30 days after we have received your notice of the decision to terminate the contract, if you have fulfilled your obligation to return the shipped goods, we will refund your payment using the same payment method you used when ordering.

Unfortunately, we are unable to recover any additional costs that resulted from your explicit choice of payment method or mode of transport, or any other costs associated with the refund process. Return shipments, that were sent in such a way that they require payment on delivery, will not be accepted by us.

EXCLUSION OF RIGHT TO UNILATERAL TERMINATION OF THE PURCHASE AGREEMENT AND RETURN OF GOODS

The right to terminate the contract of sale is not allowed in cases provided by the Consumer Protection Act.

CLAIMS OF DEFECTIVE GOODS

In very rare cases, when you receive defective goods, you have the right to complain about the goods within the legal time limit under the Consumer Protection Act. In accordance with Article 10 of the Consumer Protection Act, we allow you to submit your complaints to the e-mail address info@panonian.com or by post to Panonian Engineering d.o.o., Industrijska Ul. 23, Nova Gradiška, Croatia.

We will respond to all complaints received as soon as possible, but no later than 15 days from the date of receipt of the complaint and will resolve your complaint in the most favourable way possible. Returns in case of complaint of defective goods shall be made in such a way that upon receipt of the complaint, you send the package to our address with a written notice by e-mail.

If the claim is found to be valid, at our expense we will either:

1. eliminate the defect from the product.
2. exchange the product for one without any deficiencies.
3. refund the entire amount paid for the product.
4. reduce the price of the product.

In case the complaint is not valid, if the consumer complaint is rejected, the buyer who filed the complaint will bear the cost of re-delivery of the purchased product to the buyer's address.

PANONIAN TRADE RIGHTS AND OBLIGATIONS

Panonian is obliged to deliver sold item to you at the time and in the manner specified in the Terms of Business after you place an order and pay the purchase price in accordance with Article about Product prices and payment methods. Panonian is obliged to provide

true information about the offered goods and to provide complete information on payment of the purchase price and delivery of the goods.

The webshop may be temporarily unavailable or only available to a limited extent, as a result of regular maintenance or system upgrades, due to technical issues, force majeure issues, or other causes. Panonian (as well as third parties associated with it) is not responsible, regardless of cause and duration, for any unavailability of the webshop, any delay or interruption in the transmission of information, partial or complete interruption or malfunction and/or technical problems that may lead to incorrect data processing and any claims or losses arising therefrom.

Panonian will not be liable for any inability or delay in performing any of the obligations it has under these Terms or any contract, if it is the result of an action or event beyond the reasonable control of Panonian, including the failure of public or private telecommunications networks. In that event, Panonian will use its reasonable efforts to fulfil its obligations as soon as possible upon the termination of such emergency action or event.

BUYER TRADE RIGHTS AND OBLIGATIONS

The customer is responsible for the accuracy and completeness of the data entered during the purchase process.

You are obliged to take over the purchased products upon delivery. For all complaints, you are authorized to contact us according to the instructions above.

You are responsible for any impairment of goods as a result of handling the goods, from the time they are taken over except for what was necessary to determine the nature and characteristics of the goods.

DATA AND PRIVACY POLICY RULES

Panonian is obliged to protect the privacy of the personal information of all users of the Panonian webshop and will treat it in accordance with the General Data Protection Regulation law of the European Union and other applicable regulations.

The [Privacy Policy](#), as well as the [Cookie Policy](#), are considered an integral part of the General Terms and Conditions of Panonian and are available on the legal section of our website or by clicking the links.

COMMUNICATION, COMPLAINTS AND METHOD OF DISPUTE RESOLUTION

All complaints in accordance with Article 10 of the Consumer Protection Act, the consumer can send by e-mail info@panonian.com or by mail to the registered office at Panonian Engineering d.o.o., Industrijska Ul. 23, 35400 Nova Gradiška, Croatia.

In order for the seller, Panonian, to respond to a written complaint that was not sent by e-mail, the customer is asked to provide accurate information about their name, surname and the address to which they wish the response to be sent to.

Panonian must legally give a response to the consumer's complaint in writing no later than 15 days from the day of receipt of the complaint.

We hereby inform you of our goodwill to resolve each dispute amicably by mutual agreement, as well as your right to use out-of-court consumer dispute settlement mechanisms by right of initiating out-of-court dispute settlement proceedings by filing an

application with the Court of Honour of the Croatian Chamber of Commerce and/or submitting a reconciliation proposal with the Mediation Center at the Croatian Chamber of Commerce, and/or using the Online Platform for Online Consumer Dispute Resolution.

As a rule, the locally competent court that we want (whichever we want) can be contracted, and then everyone who has access to the general terms and conditions agrees to it. If the plaintiff disregards the territorial jurisdiction from general terms and conditions and files a lawsuit in the court in which the company he is suing is registered, the company may under the principle of "elective (optional) territorial jurisdiction" appeal to the court in which it is registered and invoke the general terms and conditions and the court selected as having territorial jurisdiction.

ONLINE DISPUTE RESOLUTION

Starting 15.2.2016., new EU Regulation has been applied across the EU, where online shopping disputes can be resolved through a special Online Dispute Resolution platform of the European Union. See [link](#).

This means that if you encounter a problem while shopping online within the EU (defective product, inability to replace products, etc.), you can file your complaint in a quicker and easier way if you want to.

The platform can be used by both consumers and retailers and can be filed in any of the 23 official EU languages.

As a rule, the locally competent court that we want (whichever we want) can be contracted, and then everyone who has access to the general terms and conditions agrees to it. If the plaintiff disregards the territorial jurisdiction from general terms and conditions and files a lawsuit in the court in which the company he is suing is registered, the company may under the principle of "elective (optional) territorial jurisdiction" appeal to the court in which it is registered and invoke the general terms and conditions and the court selected as having territorial jurisdiction.