

NOVEMBER 27, 2023.

# TERMS AND CONDITIONS OF USE AND SALE

SPRINTSHIELD

## **SELLER INFORMATION**

SPRINTSHIELD d.o.o. trade and services

Short name: SPRINTSHIELD Ltd.  
Headquarter: Marina Getaldića 3,  
10410 Velika Gorica (City of Velika Gorica),  
Republic of Croatia

Office address: Marina Getaldića 3,  
10410 Velika Gorica (City of Velika Gorica),  
Republic of Croatia

Company is recorded in Companies Registry  
of Zagreb, Company Registration Number  
(MBS): 081295602

Commercial bank and account number:  
ERSTE&STEIERMÄRKISCHE BANK D.D.,  
Jadranski Trg 3a, 51000 Rijeka  
SWIFT Code: ESBCHR22, Account/IBAN:  
HR1224020061100964265

OIB (Personal identification number):  
93196258204

VAT number: HR93196258204  
Company Members: Damir Obadić  
Authorised Representatives:  
Damir Obadić, director

Contact  
E-mail address: [info@sprintshield.com](mailto:info@sprintshield.com)

The User is the person who uses the [www.sprintshield.com](http://www.sprintshield.com) website as well as every customer and visitor of the [www.sprintshield.com](http://www.sprintshield.com) website.

Also, customer is a private individual acting in a private capacity, entering into a contract or otherwise dealing with SPRINTSHIELD d.o.o. The conclusion of sales contracts via the website [www.sprintshield.com](http://www.sprintshield.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. Contracts concluded via the website [www.sprintshield.com](http://www.sprintshield.com) are distance contracts. Sprintshield Ltd. (hereinafter referred to as Sprintshield) by selling through the website [www.sprintshield.com](http://www.sprintshield.com) acts on its own behalf.

These Terms and Conditions of Use and Sale also constitute a pre-contractual notice when a sales contract is concluded by a consumer, ie any natural person who enters into a legal transaction or operates on the market outside his trade, business, craft or professional activity, and if the contract is concluded between a trader and a consumer within an organized system of sales or provision of services without the simultaneous physical presence of the trader and the consumer in one place, whereby until the moment of concluding the contract and for concluding the contract, only one or more means of remote communication are used.

Means of distance communication are all means that can be used for concluding distance contracts without the simultaneous physical presence of the trader and the consumer, such as the Internet and e-mail.

The content of the website [www.sprintshield.com](http://www.sprintshield.com) is available in Croatian and English. The official language for concluding sales contracts is Croatian. Croatian law applies to concluded sales contracts.

Information regarding purchases can be obtained via e-mail: [info@sprintshield.com](mailto:info@sprintshield.com)

## **MAIN FEATURES OF THE PRODUCT**

The customer is introduced to the main features of the product on the website [www.sprintshield.com](http://www.sprintshield.com).

SPRINTSHIELD reserves the right to change information, including product prices and special offers on the site without prior notice. The image of the product is accompanied by a description of the main features of the product and its price including VAT.

## **PROCEDURE FOR CONCLUDING CONTRACTS**

Purchases are made through the SPRINTSHIELD website, [www.sprintshield.com](http://www.sprintshield.com) by filling out the provided form. When filling out the form, the customer is obliged to enter all the information required of him. The purchase can be made only after the customer confirms that he understands the Terms and Conditions of Use and Sale, and that he/she accepts them. Shopping is possible 24 hours a day, 7 days a week. SPRINTSHIELD is not responsible for the costs of using computer equipment and telecommunications services required to access the service. The customer will be notified of the receipt of the order and the sending of the package by email.

In the event that SPRINTSHIELD is unable to deliver any of the ordered products, SPRINTSHIELD employee will contact the customer by phone or by e-mail (customer information(s) provided by PayPal) for the purpose of agreeing on the delivery of a replacement product in the same price range or will inform him of the impossibility of delivery of a replacement or ordered product.

The purchase of products in the name and on behalf of a minor or a person deprived of legal capacity (in whole or in part) may be requested only by their legal representatives. The purchase is made by ordering available products that the customer chooses based on the photo and basic description.

Shopping is done in a few simple steps in the comfort of the customer's home, from anywhere in the world.

The customer can choose a specific product that interests him and read the available product description, so that he can make a decision whether that product suits his needs.

After the customer places the order, the seller will send the order confirmation, confirming that the customer's order is closed and that it is being processed.

When package is sent to customer, SPRINTSHIELD will send the customer a confirmation that the package has been sent including DHL tracking number.

If you have not received the ordered and paid products within the agreed delivery time, please inform SPRINTSHIELD about it at [info@sprintshield.com](mailto:info@sprintshield.com).

## **PRICE AND PAYMENT METHOD**

### **Restrictions**

In order to avoid fraud, these restrictions apply to all orders.

The maximum amount per purchase is 7000€. The minimum order accepted in the case of export is 18 €. All orders above or below the indicated amounts will be cancelled automatically.

If you wish to place an order in the amount above the set limit, you can contact us via e-mail: [info@sprintshield.com](mailto:info@sprintshield.com).

### **Price and payment method**

You can pay the costs of the ordered products and delivery only through PayPal service.

The prices for goods and services displayed on the website, operated by SPRINTSHIELD, are quoted incl. VAT, with all statutory fees (if any) and are expressed in EUR and Croatian kuna. Please note that the means of payment in the Republic of Croatia is Euro, and the customer pays currency conversion charges (if needed).

For Non-EU customers, the applicable price is VAT excluded, and in that case, the customer shall pay VAT or TAX applicable in their domicile country upon delivery.

If you are a registered trader in the EU with the VAT number, please contact SPRINTSHIELD for a VAT excluded offer.

## **DELIVERY**

SPRINTSHIELD delivers, can be bought and could be used ONLY in the EU and the UK. Products will be sent to the customer's address no later than 7 working days after the payment is authorized and the delivery address is confirmed. Note that if you live in a remote area, the delivery may take up to 6 days after sending the shipment.

You will receive an email notifying you of the date of dispatch of your order.

Delivery is made through a reputable delivery service (DHL). Delivery is made to the doorstep of the home or business address that you provided and which is shown on the Purchase Order. Please note that once we receive confirmation of your order, we will not be able to change it or change the delivery address.

Delivery address is based only on PayPal shipment address and is provided by PayPal. For any change of the delivery address please contact us via email: [info@sprintshield.com](mailto:info@sprintshield.com).

Products are delivered to the entrance to the residential building and the courier is not obliged to carry the goods to the floor where the customer lives.

### **Delivery charges**

The delivery price will be expressed along with the price of the ordered products before the completion of the order process. The delivery price can vary between 20.00€ and 50.00€, exceptionally even more, depending on the weight of the package and the distance of the delivery point.

### **Shipment insurance**

SPRINTSHIELD secures each package while it is in transit until it is delivered to the customer.

### **Receipt of shipment**

By signing the form at the reception of the package, the customer confirms that he has picked up the package (or packages) in undamaged condition. After that, the delivery service is not responsible for any complaints, damage or reduction of the contents of the downloaded package, except with proof that the damage did not occur after delivery.

### **Rejecting the delivery**

If the customer does not accept the delivery or refuses to accept the delivery without a valid reason, the seller reserves the right to demand reimbursement of handling, transportation and other possible costs.

In the event that the courier is unable to deliver the shipment to the customer for the reason that no one was present at the delivery address at the time of delivery, the courier will attempt to make the delivery once again. If in the second delivery attempt the courier is not able to deliver the package to the customer, it will be returned to SPRINTSHIELD in Velika Gorica, Croatia.

In that case, the customer is obliged to bear the additional costs of delivery if he wants the package to be sent to him again.

### **Tracking of the delivery**

The delivery service enables tracking of the shipment route via electronic service. The shipment tracking service allows the sender and recipient to receive relevant information about the location of the shipment and what is happening to it at any time.

**NOTICE:** Always check all applicable local, national, and international regulations before transporting a Lithium-Ion battery. Transporting an end-of-life, damaged, or recalled battery may, in certain cases, be specifically limited or prohibited.

## GENERAL INFORMATION

Users of the [www.sprintshield.com](http://www.sprintshield.com) website are obliged to read the Terms and Conditions of Use and Sale before clicking on the “Pay” icon at the end of the ordering process.

If you have additional questions or concerns regarding the Terms and Conditions of Use and Sale, you can contact SPRINTSHIELD from Monday to Friday from 9:00 to 16:00 by phone at: +385 97 6207 189 or by email at [support@sprintshield.com](mailto:support@sprintshield.com).

Users agree not to use the website in a manner that harms authors or third parties and accept all risks of using the website and the services.

The content of the website is protected by copyright. Modification, rental, sale or distribution of content is only possible with the prior written permission of SPRINTSHIELD.

SPRINTSHIELD allows you to use the website in the best possible way. These include: monitoring the operation of the server, expanding capacity according to the number of users, customer support and eliminating possible errors and problems in the operation of the system. SPRINTSHIELD assumes no responsibility for any problems with the operation of the site. SPRINTSHIELD cannot guarantee that the use of the website will not be interrupted or temporarily unavailable. Users use the website at their own risk. SPRINTSHIELD is in no way responsible for any damage that the user may suffer by using the website [www.sprintshield.com](http://www.sprintshield.com).

SPRINTSHIELD reserves the right to change or amend these Terms and Conditions of Use and Sale at any time. The changes take effect on the day of publication on the website [www.sprintshield.com](http://www.sprintshield.com). Terms and Conditions of Use and Sale are provided by email in PDF format at the time of purchase. SPRINTSHIELD reserves the right at any time and without prior notice to modify, supplement or discontinue any part of its business, including the website, or any part

thereof, services, subpages or services provided through them. The right in question includes, but is not limited to, changing the time of availability of content, availability of new data, mode of transmission.

It is the duty and obligation of the user to use the website in accordance with positive regulations and general moral and ethical principles. SPRINTSHIELD has the right to control the content of the website at any time to ensure compliance with the Terms and Conditions of Use and Sale and positive regulations.

### Intellectual property

Intellectual property related to the products that the customer can order through the website [www.sprintshield.com](http://www.sprintshield.com) is the exclusive property of the manufacturer and is neither granted nor otherwise transferred by any right of ownership over the products. Customer shall not duplicate or otherwise reproduce any product, in whole or in part. Customer shall not, directly or indirectly, register, apply for registration or attempt to acquire any legal protection of the products or any proprietary rights therein on its own behalf or take any other action that may adversely affect the rights to the products of their owners.

Customer acknowledges and agrees that the manufacturer has acquired various patent rights, copyrights, trademarks, trade names and other trade designations and intellectual property with respect to the products or services; that no right, title or interest in or to any of such patents, copyrights, trademarks, trade names and other trade designations and intellectual property shall pass to the customer.

All rights, benefits and interests arising out of the use of any of such items shall belong and are provided exclusively to the manufacturer, and the customer hereby acknowledges all such rights, benefits and interests in favor of the manufacturer.

Registered trademarks: SPRINTSHIELD.

### **Change in specifications**

Product specifications and descriptions may be changed at any time based on improvements or other reasons.

It is standard practice to change part numbers when published ratings or features are changed, or when significant engineering changes are made. However, some specifications of the products may be changed without any notice.

### **Import/Export controls**

The customer shall comply with all applicable laws, regulations and licenses regarding import/export of the products or information provided by Sprintshield.

## **PRECAUTIONS**

### **Suitability**

The customer acknowledges that they alone have determined that all the SPRINTSHIELD products will meet their requirements as to the intended use of said products in all cases. The customer must know and observe all prohibitions of use applicable to the products.

All instructions on how to use the product are contained in the product's Installation guide and Quick start guide delivered with the product. An electronic copy of the Installation guide and Quick start guide can also be downloaded from the website [www.sprintshield.com](http://www.sprintshield.com). No other instructions on usage or performance of the products are to be considered relevant other than the Installation guide and Quick start guide.

### **Programmable Products**

The seller shall not be responsible for the customer's programming of programmable product(s).

Sprintshield product(s) have 2 years warranty coverage worldwide.

In the European Union, with the original invoice, you are entitled to 2 years of service. In case of improper functioning or malfunction of any Sprintshield product(s) within 2 years

from the purchase date, they are to be sent to the Sprintshield dealer, distributor or retailer from whom Sprintshield product(s) were purchased, or if purchased directly via [www.sprintshield.com](http://www.sprintshield.com) webshop, please contact Sprintshield service centre via email: [support@sprintshield.com](mailto:support@sprintshield.com).

The warranty itself is guaranteed for all possible hardware failure, preventing basic operability within 2 years. Under warranty, shipping costs to the service centre (one way) will be covered by you, while return shipping of the serviced or repaired Sprintshield product is sent to you free of charge (Sprintshield d.o.o. covers the shipping costs in this case). For more information regarding all necessary shipping details please contact us via email: [support@sprintshield.com](mailto:support@sprintshield.com).

## **TERMS OF STANDARD LIMITED WARRANTY**

Sprintshield product(s) have 2 years warranty coverage worldwide.

In the European Union, with the original invoice, you are entitled to 2 years of service. In case of improper functioning or malfunction of any Sprintshield product(s) within 2 years from the purchase date, they are to be sent to the Sprintshield dealer, distributor or retailer from whom Sprintshield product(s) were purchased, or if purchased directly via [www.sprintshield.com](http://www.sprintshield.com) webshop, please contact Sprintshield service centre via email: [support@sprintshield.com](mailto:support@sprintshield.com).

The warranty itself is guaranteed for all possible hardware failure, preventing basic operability within 2 years. Under warranty, shipping costs to the service centre (one way) will be covered by you, while return shipping of the serviced or repaired Sprintshield product is sent to you free of charge (Sprintshield d.o.o. covers the shipping costs in this case). For more information regarding all necessary shipping details please contact us via email: [support@sprintshield.com](mailto:support@sprintshield.com).

## YOUR SPRINTSHIELD WARRANTY

Sprintshield d.o.o. warrants to you that all Sprintshield products are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase and continuing for the warranty period of 2 years.

The warranty period begins on the day you have purchased any Sprintshield product(s) (invoice purchase date as proof of purchase).

In the case of the warranty repair is being accepted, we will either repair or replace the product at our discretion as quickly as possible. The warranty period is then extended for the duration of the repair time.

If Sprintshield dealer, distributor or retailer, for some reason, justifiably refuses to accept Sprintshield product on service, the product will be sent back to you at your own expense.

In the case of the warranty repair is being declined due to misuse or mishandling and improper installation (including poor performance or reception) of the Sprintshield product(s) (please read the Limited warranty does not cover and does not apply to), you will receive a repair offer for the repair of the product according to Sprintshield service price list.

In the case when you refuse the repair offer for the repair of the product(s), all diagnostic, administrative and shipping expenses are to be covered and paid by you. Only then (when paid), the product(s) will be sent to you.

In the case when you have accepted the repair offer (Service proforma invoice), your obligations are to pay the total cost of the diagnostic, repair of the product(s) and shipping costs from Sprintshield service centre to the shipping address. Repair offer (non-Warranty repair) is considered accepted only when is authorized by you via email (accepted service proforma invoice sent by email from you). Non-Warranty repair is considered done when:

- Product(s) is/are repaired and tested,
- Service proforma invoice is paid by you,
- Product(s) is/are shipped to you.

**NOTE: Not providing with the original proof of purchase (invoice) and product(s) serial number, warranty will not be accepted.**

For more information regarding warranty and service after purchase, please contact Sprintshield dealer, distributor or retailer you purchased from, or if you purchased via [www.sprintshield.com](http://www.sprintshield.com) webshop, contact our Customer Support via email: [support@sprintshield.com](mailto:support@sprintshield.com), Monday through Friday, 8:00 to 16:00 CET.

**The limited warranty does not cover and does not apply to:**

Any physical feature defects or damage of any type resulting from accidents, neglect, abuse, misuse abnormal use or conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, or any unusual physical, electrical or electromagnetic stress, as well as water, flood, fire or other acts of nature or external causes.

Any physical feature defects or damage of any type caused by a collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source.

Any physical feature defects or damage of any type to the Sprintshield components resulting from the use of power and/or data cables that are not supplied by Sprintshield, or from the use of AC adapters and cables that are not certified by UL (Underwriters Laboratories) and are not labelled as Limited Power Source (LPS).

Any physical feature defects or damage of any type resulting from the application of excessive force or use on the touch screen of the Sprintshield PROALERT Tablet.

Sprintshield PROALERT components that have the SN or IMEI numbers removed, defaced, damaged, altered or made illegible.

Any physical feature defects or damage of any type resulting from improper testing, operation, maintenance, installation, service, any kind of adjustments, modifications or alteration without the written permission approved by Sprintshield.

Any physical feature defects or damage to any types of the consumable parts, such as batteries, unless occurring due to a defect in materials or workmanship.

Scratches, dents and cosmetic damage of the Sprintshield components unless caused by Sprintshield.

Normal wear and tear.

Any physical feature defects or damage of any type caused by the service performed by anyone who is not an authorized service provider of Sprintshield.

Product(s) purchased from non-authorized dealers.

Sprintshield shall not be liable or responsible if during the repair of the product the contents in the product's data storage media were altered, deleted, or in any way modified. In this context, the customer is advised to make a backup copy of all data of the product sent for reclamation or warranty claim and repair.

Where damage is a result from any failure to follow operating or maintenance instructions contained in Sprintshield printed or manuals in digital form (in the packaging or on the [www.sprintshield.com](http://www.sprintshield.com)).

This Limited Warranty also does not apply to, and Sprintshield is not responsible for, any degradation in the performance of any Sprintshield product resulting from its use in proximity to any handset or other device that utilizes a terrestrial broadband network operating on frequencies that are close to the frequencies used by any Global Navigation Satellite System (GNSS) such as the Global Positioning Service (GPS). Use of such devices may impair reception of GNSS signals.

## HOW TO OBTAIN WARRANTY SERVICE

Sprintshield's sole obligation throughout the Warranty Period is to, at Sprintshield's sole discretion, repair or replace any defective part or Product.

Before you apply your warranty claim, please follow the next few steps in order to really determine that it is a warranty repair:

- Please refer to the Installation and Quick Start Guide to ensure you have followed all the correct installing and operating procedures.
- To confirm that the problem is not only transient, switch off the product(s), let it sit idle for a while, and then turn it back on.
- Determine whether you might be at a location without a GPS and/or LTE 4G signal.
- Make sure the Sprintshield product(s) is properly mounted to the Docking station and is charging (charging icon is shown on status bar)

In the event that you should require service/warranty assistance, please contact us via email: [support@sprintshield.com](mailto:support@sprintshield.com)

When applying for the warranty claim, please write the following information in the email:

1. Full Name,
2. Shipping Address,
3. Contact Number,
4. Product Serial Number,
5. Fault/malfunction description,
6. Prove of Purchase (Invoice attached to email).

If the product is outside the Warranty Period you can, after the prior announcement and agreement with our technicians, send the product to the Sprintshield service centre for a chargeable repair according to Sprintshield service price list.



If the product is covered by an extended warranty provided by the Sprintshield dealer, distributor or retailer, you should contact the Sprintshield dealer, distributor or retailer from whom this extended warranty was purchased (usually, the same dealer from which the product was originally purchased).

You shall give Sprintshield permission to examine the product and run diagnostic tests to identify the flaw or reason of failure.

Sprintshield reserves the right to provide replacement items and repair parts on an exchange basis. All goods and replacement components belong to Sprintshield.

## **LEGAL GUARANTEE OF CONFORMITY FOR PRODUCTS**

SPRINTSHIELD is responsible for material defects of the product.

A defect shall exist:

1. If the item lacks the qualities required for its regular use or circulation;
2. If the item lacks the qualities required for the specific purpose the customer intends to use it for, and where was known or should have been known to the seller.
3. If the item lacks qualities and characteristics which were agreed or stipulated expressly or by implication;
4. Where the seller has delivered the item not equal to the sample or model unless the sample or model have been shown for information only;
5. If the item lacks qualities otherwise inherent to other things of the same kind and which the customer could have reasonably expected in accordance with the nature of the item, taking into consideration public statements of the seller, the manufacturer and their representatives on the qualities or characteristics of the thing (particularly in advertising or on labelling etc.);
6. If the item has been badly assembled provided that the service of assembly is included in the performance of the contract of sale;

7. If the bad assembly is a result of deficiencies in the instructions for assembly. The customer shall notify the seller of any visible defects within the period of two months from the day when he discovered the defect. Where after the customer receives a thing becomes apparent that the thing has a defect that could not have been discovered by usual inspection when the delivery was taken, the customer shall, under threat of losing the right, notify the seller thereof within the period of two months, not including the day when the defect was discovered, or without delay in respect of a commercial contract.

The seller shall not be liable for defects arising after the expiry of two years since the delivery of any Sprintshield product is made. The rights of a customer who has notified a seller of the existence of a defect in due time shall extinguish after two years, counting from the day the notice was sent to the seller unless the seller deceived the customer into failing to exercise his rights.

A customer who notified the seller of a defect in due time may:

1. Request that the defect be eliminated by the seller; or
2. Request from the seller delivery of another item without defects; or
3. Request a price reduction.

A customer may terminate a contract only after having allowed the seller a subsequent adequate time limit to perform the contract.

A customer may terminate a contract even without allowing for a subsequent time limit if the seller, after having been notified of the defects, informed the customer of his intention not to perform the contract or if the circumstances of the particular case render it obvious that the seller will not be able to perform the contract even within the subsequent time limit, as well as in the case where the customer due to default by the seller may cannot achieve the purpose for which he entered into the contract.

If the seller fails to perform the contract within the subsequent time limit, the contract is terminated by law, but the customer may continue it if he intimates to the seller without delay that the contract is to remain in force. When the customer is a legal entity, the rules on material deficiency prescribed by Croatian Civil Obligations Act apply to him.

## **RIGHT OF WITHDRAWAL**

Consumers have a period of 14 days to withdraw from a distance contract, without giving any reason for that decision.

The withdrawal period shall expire after 14 days from:

- a. the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the goods;
- b. in the case of multiple goods ordered by the consumer in one order and delivered separately, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last good;
- c. in the case of delivery of a good consisting of multiple lots or pieces, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last lot or piece;
- d. in the case of contracts for regular delivery of goods during defined period of time, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the first good.

If the trader has not provided the consumer with the information on the right of withdrawal, the withdrawal period shall expire 12 months from the end of the initial withdrawal period.

If the trader has provided the consumer with the information within 12 months from the expiration day mentioned above, the withdrawal period shall expire 14 days after

the day upon which the consumer receives that information.

Before the expiry of the withdrawal period, the consumer shall inform the trader of his decision to withdraw from the contract in writing, by sending an unequivocal statement via mail to SPRINTSHIELD d.o.o., Marina Getaldića 3, Velika Gorica or via e-mail on support@sprintshield.com, in which he will state his:

1. Name and surname,
2. Address,
3. Returning goods/services,
4. Invoice number,
5. Received date,
6. PayPal or IBAN account number,
7. Phone number or e-mail address.

The consumer may, at his own discretion, use the model withdrawal form set out in Annex I to these Terms and Conditions of Use and Sale.

Acknowledgement of receipt of the withdrawal statement shall be delivered by the seller to the consumer without delay, to the physical or e-mail address. With the confirmation, SPRINTSHIELD will provide the consumer with the RMA number and instructions for returning the product.

In the event of termination of the contract, each party is obliged to return to the other party what it received under the contract.

Unless the trader has offered to collect the goods himself, with regard to sales contracts, the trader may withhold the reimbursement until he has received the goods back, or until the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

The consumer is obliged to return the goods to: SPRINTSHIELD d.o.o., Marina Getaldića 3, 10410 Velika Gorica, Croatia.

SPRINTSHIELD as trader shall not be required to reimburse the supplementary costs if the consumer has expressly opted for a type of

delivery other than the least expensive type of standard delivery offered by the trader.

SPRINTSHIELD shall carry out the reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the consumer does not incur any fees as a result of such reimbursement.

Unless the trader has offered to collect the goods himself, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive the goods, without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to the trader. The deadline shall be met if the consumer sends back or hand over to the trader the goods before the period of 14 days has expired.

Consumer shall bear all costs of the product return.

The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

In order for the consumer to determine the nature, characteristics and functionality of the goods, he can handle the goods and inspect the goods only in the way that is usual when buying goods at the seller's premises. The goods that the customer intends to return within 14 days must not be modified, used, or taken in particular any actions that may not be taken at the seller's premises, as well as those that would reduce the value of the goods.

In the event of a decrease in the value of the product resulting from the handling of the goods, the seller will be charged from the amount of the purchase price received to the extent of reducing the value of goods at its own discretion taking into account the objective criteria of each case.

The right to terminate the contract of sale is not allowed in the following cases when:

1. The subject of the contract is goods made to the consumer's specification or which are clearly tailored to the consumer
2. The consumer has specifically requested a visit from the trader for urgent repairs or maintenance work, provided that during such a visit, in addition to those services that the consumer has explicitly requested, the trader provides some other services, or delivers other goods than necessary to perform emergency repairs or maintenance work, the consumer has the right to unilaterally terminate the contract in relation to these additional services or goods.

When the customer is a legal entity, the section of these Terms and Conditions of Use and Sale entitled "Right of withdrawal" does not apply to him. For legal entities, the Croatian Civil Obligations Act and the Electronic Commerce Act apply.

#### **Execution of product returns**

The customer is obliged to return the product to SPRINTSHIELD complete, in the condition in which it was delivered to him and in the original packaging (commercial packaging in which the goods were delivered), with all associated parts and documentation. The customer is obliged to return the products to SPRINTSHIELD at his own expense to the address Marina Getaldića 3, Velika Gorica, Croatia.

## **CONSUMER COMPLAINTS**

All complaints in accordance with Article 10 of the Consumer Protection Act, the consumer can send by e-mail to support@sprintshield.com or by mail to the address: SPRINTSHIELD d.o.o., Marina Getaldića 3, Velika Gorica, Croatia.

In order for the SPRINTSHIELD to respond to a written complaint from a consumer that has not been sent by e-mail, consumers are asked to provide accurate information about their name and address to which the reply will be sent.

SPRINTSHIELD must legally respond to the consumer's complaint in writing no later than 15 days from the date of receipt of the complaint.

If the customer is a legal entity, the rules on consumer protection stipulated by these Terms and Conditions of Use and the Consumer Protection Act do not apply to him.

In the event of a dispute, SPRINTSHIELD and the consumer will try to resolve the dispute amicably, and if this is not possible, the court with substantive and territorial jurisdiction shall be competent for the dispute resolution.

Dispute resolution is possible before the Court of Honor of the Croatian Chamber of Commerce or other mediation centers.

Consumer disputes can be resolved through the European Commission's ODR platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

## **LEGAL ENTITIES**

When you order products on the website [www.sprintshield.com](http://www.sprintshield.com) as a legal entity, you are not considered a consumer, and you are not subject to the sections of these Terms and Conditions of Use and Sale entitled "Legal guarantee of conformity for products", "Right of withdrawal" and "Consumer complaints". In that case, the relevant provisions of the Croatian Civil Obligations Act and the Electronic Commerce Act apply.

All the personal data and information(s) from every consumer is being stored and secured according to the SPRINTSHIELD d.o.o. privacy policy.

## **ANNEX I WITHDRAWAL FORM**