CODEX Online Business Terms and Conditions for Consumers

1 Introduction

- 1.1 These online business terms and conditions of CODEX (hereinafter: "Terms and Conditions") define the terms of use of the website and online store at the web address: www.codex-shop.eu (hereinafter: "Website" and "Online Store") as well as the rights and obligations and the content of the purchase agreement between CODEX and you regarding purchased items.
- 1.2 These Terms and Conditions are binding on you if you are a consumer, i.e., a natural person who purchases an item for purposes outside your business or professional activity (hereinafter: "Consumer" or "you").
- 1.3 The Website and Online Store are managed by CODEX, trgovina in posredovanje d.o.o., Plese 7B, 9000 Murska Sobota, registration number: 5779421000, tax number: SI 60785195, email address: info@codex.si (in these Terms and Conditions also referred to as "CODEX" or "we"). We are registered for VAT.
- 1.4 The Terms and Conditions become binding when you confirm during the online ordering process that you have read them and agree to them. You are bound by the Terms and Conditions that are valid at the time of placing your online order.
- 1.5 CODEX ensures that the Terms and Conditions are available to you electronically on the Website in a format that allows storage and reproduction. Users can download and save the provisions at any time in PDF format at this link.

2 Registration and Terms of Use of the Online Store

- 2.1 To use the Online Store, you must register on the Website. It is not possible to place an online order without a registered user account.
- 2.2 Upon registration, you are required to provide true and accurate information necessary for completing the online order, which includes, among other information, your name and surname, residential address, and email address.
- 2.3 You guarantee the truthfulness and accuracy of the provided information. You must not share login and other information required for using the Online Store, with third parties. CODEX bears no responsibility for any consequences that may arise from providing incorrect information.
- 2.4 You are required to update the information in your user account in case of any changes. Updates can be made by editing the information directly in your user account.
- 2.5 You undertake to use the information on the Website and in the Online Store exclusively for the purposes of using the Website and not to use it for illegal purposes or purposes that could harm CODEX.

3 Product Offering and Prices

- 3.1 Information about product availability and stock is informative and represents expected availability. The availability of an individual item is verified during the review process of the online order in accordance with section 5 of these Terms and Conditions.
- 3.2 The price for each item is indicated in euros (EUR).
- 3.3 The stated prices do not include delivery costs unless explicitly stated otherwise for a particular item or promotional offer. Before placing your order, information about delivery costs will be available to you.
- 3.4 Prices of certain items may be reduced as part of promotional offers. Discounted items are clearly marked so that the reduced price is visibly indicated next to the regular price. Promotional offers are valid for a limited time or until stocks are sold out, as stated in each promotional offer.
- 3.5 CODEX may occasionally enable promotional codes for certain items on the Website to claim specific discounts. Promotional codes can be applied during the online order placement process, in accordance with section 4.3 of these Terms and Conditions. Each promotional code is valid only during its validity period and for items for which the use of the promotional code is enabled.
- 3.6 CODEX reserves the right to change the offer and prices of individual items. Such changes do not affect already confirmed online orders.
- 3.7 Images, technical descriptions, and specifications of items on the Website are for informational purposes. CODEX strives to ensure the accuracy and timeliness of information but does not assume responsibility for possible errors in technical data or minor deviations from images.
- 3.8 CODEX reserves the right to limit the quantity of items you can purchase at once or within a certain period at any time.

4 Placing an Online Order

- 4.1 In the Online Store, you select any item by adding it to the cart by clicking the "Add to Cart" button, and the system notifies you that the product has been successfully added to the cart. Items can be removed from the cart before placing the online order by clicking the "Remove from Cart" button.
- 4.2 When you finish selecting items, you proceed to checkout, where you enter in a form the information that CODEX needs to confirm and complete the order and for product delivery. In this step, you also select the payment and delivery method.
- 4.3 During the online order placement process, you can enter a promotional code, which is considered in the final price of an individual item or the entire order.

- 4.4 To successfully place an online order, you must agree to the currently valid Terms and Conditions. A link to the Terms and Conditions is available to you during the order placement process.
- 4.5 Before placing the online order, all key information about the order is visible on the screen so that you can check it and correct it if necessary. The delivery cost is also shown in the order review.
- 4.6 The order is placed when you click the "Place Order" button. If the order was successfully placed, a confirmation order appears on the web page, and you receive an order summary by email.

5 Conclusion of Purchase Agreement

- 5.1 A placed online order does not yet constitute confirmation of the order by CODEX or a concluded purchase agreement. After placing the online order, CODEX reviews the order. After reviewing the order, you will receive an email notification about whether the order has been confirmed.
- 5.2 A purchase agreement between you and CODEX is concluded when you receive an order confirmation notification at the email address you provided. From that moment, all prices and other terms are fixed and apply to both us and you as the buyer.
- 5.3 The purchase agreement consists of the order receipt message together with these Terms and Conditions.
- 5.4 In the event that we cannot provide the items ordered, we reserve the right to withdraw from the agreement. In case of withdrawal from the agreement on our part, we will refund you the purchase amount. If we cannot provide only some of the ordered items, we will notify you of this and you can decide whether you want to cancel the order only for these products or entirely.

6 Payment and Invoice Issuance

- 6.1 The following payment methods are available to you:
 - Payment by credit or debit card,
 - Payment upon personal collection,
 - Payment by proforma invoice,
 - Cash on delivery.
- 6.2 Payment must be made in accordance with the selected payment method and within the deadline specified in the order confirmation. If payment is not made on time, the purchase agreement is considered terminated. We will notify you of this by email. We will begin processing the order and its delivery after receiving payment.

- 6.3 In the case of cash on delivery payment, you are obliged to provide full payment upon delivery. If payment is not provided, we will not be able to deliver the product to you, and your order will be cancelled.
- 6.4 An invoice for the purchase is issued immediately after payment is received and is sent to your email address.

7 Delivery and Collection of Ordered Items

- 7.1 Unless agreed otherwise, items are dispatched after the purchase agreement is concluded and after payment for the items is executed.
- 7.2 Any delivery deadlines stated by CODEX are of an informative nature only. CODEX does not guarantee that products will be delivered within the anticipated deadline.
- 7.3 Delivery costs are calculated in the online order placement procedure.
- 7.4 If, in accordance with section 6.1, you select payment upon personal collection in the online order placement procedure, personal collection is available to you at the CODEX d.o.o. retail store at our business address, every working day between 8 a.m. and 4 p.m. You will be notified by email address about the readiness of items for personal collection.
- 7.5 In case of personal collection, you must collect the items within eight (8) days from the notice of readiness for collection.

8 Liability for Conformity of Goods

- 8.1 You have the right to assert a liability claim under the liability for conformity of items or goods.
- 8.2 You can assert the liability by notifying CODEX of the lack of conformity within two (2) months from when the lack of conformity was discovered. You are obliged to precisely define the lack of conformity and enable CODEX company to inspect the product. You cannot demand the remedy of lack of conformity that appears on the product after the expiration of two (2) years from when the products were collected by you.
- 8.3 Goods are subjectively conforming:
 - if they correspond to the description, type, quantity and quality and have the functionality, declared compatibility, and other characteristics as determined in the sales contract;
 - if they are fit for the special purpose for which you need them and with which you informed
 us no later than at the conclusion of the sales contract, and we have expressly agreed to
 this;
 - if they are delivered together with all accessories and instructions, if necessary.
- 8.4 For objective conformity, goods must:
 - be fit for the purposes for which goods of the same type are normally used, whereby, where appropriate, account must be taken of other regulations, technical standards or, in the absence of such technical standards, industry codes of conduct that apply to the particular sector;

- be of such quality and correspond to the description of the sample or model if we made it available to you before the conclusion of the sales contract;
- be delivered together with such accessories, including packaging, installation instructions or other instructions, where appropriate;
- be of such quantity and have the characteristics and other properties, including in relation to durability, functionality, compatibility and safety, as is normal for goods of the same type.
- 8.5 We are obliged to deliver to you goods that conform to the sales contract. Conformity of goods is assessed on the basis of subjective and objective requirements for conformity, as defined above. If goods do not meet the requirements for conformity, the goods are considered non-conforming and we are liable to you for lack of conformity that the goods had at the time of delivery.
- 8.6 You have the right to demand liability claims from us in the following order:
 - 1. that we establish conformity of goods or, if this is not possible,
 - 2. you request a proportionate price reduction or you withdraw from the contract and demand a refund of payment.
- 8.7 The order of liability claims is a mandatory component. We will not grant claims that are not in accordance with the presented order.
- 8.8 We are not liable for lack of conformity of goods if we informed you in advance specifically that a particular characteristic of the goods deviates from the objective requirements for conformity and you expressly and separately accepted this deviation at the conclusion of the contract.
- 8.9 You can demand from us that, from the moment of receiving notification of the lack of conformity and receiving the goods at our address, within a reasonable period not exceeding 30 days, we establish conformity of goods free of charge without significant inconvenience to you, whereby the nature of the goods and the purpose for which the customer needs the goods are taken into account. The 30-day period may be extended to the shortest time necessary to complete the repair or replacement, but for a maximum of 15 days. We will notify you of the number of days for extension of the deadline and the reasons for its extension in the same manner as we received the complaint or in a subsequently selected method of mutual communication. For free establishment of conformity, we independently bear the payment of necessary costs incurred in establishing conformity of goods, in particular costs of shipment, transport, labour or materials.
- 8.10 You can choose between repair of goods and replacement of goods with new defect-free goods, except if:
 - fulfilment of the chosen liability claim is impossible;
 - fulfilment of the chosen liability claim represents disproportionate costs for us compared
 to another liability claim taking into account all circumstances. In this regard, account is
 taken in particular of the value that the goods would have if they were not non-conforming,
 the significance of the lack of conformity and the possibility that another liability claim

could be provided to the consumer without significant inconvenience. In this case, you can exercise the liability claim of withdrawal from the contract or price reduction.

- 8.11 You can assert a liability claim for price reduction when:
 - we have not repaired or replaced the goods or, where appropriate, have not completed the repair or executed the replacement of goods in accordance with the law, or when we have rejected your liability claim to establish conformity of goods, as fulfilment of the chosen claim is impossible or fulfilment would require disproportionate costs and effort from us;
 - the lack of conformity persists despite our attempts to establish conformity;
 - the nature of the lack of conformity is so serious that it justifies immediate proportionate price reduction or withdrawal from the contract; or
 - we have stated, or it is obvious from the circumstances, that we will not establish conformity of goods within a reasonable time or without significant inconvenience to you.
- 8.12 You have the right to withdraw from the contract and demand a refund of the paid amount if the lack of conformity appears within thirty (30) days from receiving the product.
- 8.13 When you withdraw from the contract or request a proportionate price reduction, we are obliged to execute the refund of the purchase price within eight (8) days from when we received the returned goods or proof that the goods have been dispatched.
- 8.14 We are liable for the lack of conformity of the product, but we are not liable for damage caused by improper handling or maintenance. We reserve the right to accept the complained product and send it for analysis. If experts conducting the analysis determine a defect due to improper handling of the product, we will reject the complaint, and you will not have the right to assert the liability for product conformity.
- 8.15 When the lack of conformity relates to only part of the goods supplied under a sales contract and there is a ground for withdrawal from the sales contract, you may withdraw from the sales contract in relation to those goods and any other goods that you acquired together with the non-conforming goods if it cannot reasonably be expected of you to keep only the goods that conform.

9 Withdrawal from Contract

- 9.1 You have the right to inform us within 14 days from the day you receive or collect the item that you are withdrawing from the purchase agreement. If you ordered multiple items with one order, the deadline for withdrawal from the contract begins to run from the day you receive or collect the last of the items. You do not need to provide any reason for withdrawal. It is considered that you have submitted the withdrawal statement on time if you send it within the specified deadline determined for withdrawal from the contract.
- 9.2 O You notify us of withdrawal from the contract with an unambiguous statement from which it clearly follows that you are withdrawing from the contract, to the email address info@codex.si.
- 9.3 In case of withdrawal from the contract, you must send the received item by mail to the following address: Plese 7B, 9000 Murska Sobota.

- 9.4 You must return the item to us undamaged and in unchanged quantity, unless the item is destroyed, damaged, lost or its quantity has decreased without your fault. Until the moment of withdrawal from the contract, you must not use the items freely but only to the extent necessary to inspect and test the items to the extent necessary to determine the actual condition, namely to the extent as you could verify this when purchasing in a physical store. If the value of the items decreases as a result of conduct that is not necessary to determine the nature, characteristics and functioning of the items, you are liable for such decrease in value.
- 9.5 The only cost you bear in connection with withdrawal from the contract is the cost of returning the items. You must return the item to us no later than within 14 days from sending the withdrawal notice. It is considered that you returned the item or items to us on time if you send them before the expiration of the 14-day return period.
- 9.6 We will execute the refund of payments made (including the original delivery costs of the order if you are returning the entire order) as soon as possible, but no later than within 14 days from receiving the withdrawal notice. We reserve the right to withhold the refund of received payments until receipt of the returned item or items or until you provide us with proof that you have sent the item or items back.
- 9.7 If you purchased items that form a set, you can only withdraw from the contract for the entire set.

10 Limitation and Exclusion of Liability

- 10.1 We bear no responsibility for purchases on other websites that you would access through any web links located in our Online Store. If you make any purchase on another website that you would access through our Online Store, you do not enter into any legal relationship with us. Likewise, to the maximum extent permitted by law, we are not liable for the proper functioning of payment functions or data entry provided by third parties, and in this regard, we are not liable for any costs or damage.
- 10.2 In connection with the offered items and e-business services, we do not assume any liability in relation to anyone other than you. In relation to you, we are only liable for direct damage that would occur to you if it was caused by gross negligence or intentionally. Liability for indirect damage or other damage (for example, indirect damage including loss of profit, loss of savings or damage caused by loss of data), as well as for damage caused by third parties, is expressly excluded.
- 10.3 You bear the responsibility for selecting the appropriate item according to specific needs and conditions of use, verifying the technical suitability of the item for the intended purpose, and proper integration, installation and use of the item. We are not liable for damage that would arise from improper installation, integration or use of the item. We do not guarantee that the Website will always be accessible without interruptions and are not liable for any malfunction or technical disruptions in the operation of the Website.

11 Protection of Personal Data

- 11.1 CODEX respects your privacy in its business operations and protects your personal data in accordance with applicable legislation in the field of personal data protection.
- 11.2 More detailed information about the processing of personal data, including the purposes of processing, types of personal data, retention periods and your rights in connection with the processing of your personal data, is available in the Privacy Policy published on the Website.

12 Intellectual Property

- 12.1 All content on the Website, including but not limited to texts, images, logos, graphic elements, audiovisual content, software code, databases, trademarks and other elements, is protected by copyright, industrial property rights and other intellectual property rights belonging to CODEX. CODEX is the exclusive holder of all intellectual property rights to the Website as a whole, including its visual appearance, functionalities and structure.
- 12.2 You have the right to use content exclusively within the scope enabled by the Website, for personal and non-commercial purposes. Any other use, including but not limited to copying, reproducing, distributing, transmitting, publishing, displaying, modifying, creating derivative works, selling, licensing or other forms of exploitation of content without prior written permission from CODEX is expressly prohibited.

13 Dispute Resolution and Applicable Law

- 13.1 Any questions or complaints regarding the use of the Website, Online Store or Terms and Conditions can be sent to the following email address: support@codex-shop.si. CODEX will handle the complaint as soon as possible, but no later than 14 working days from receipt. The complaint handling procedure is confidential.
- 13.2 After handling the complaint, you will receive a notification at your email address.
- 13.3 All matters related to the Terms and Conditions, purchase agreement and relations between you and CODEX shall be governed by and construed in accordance with Slovenian law.
- 13.4 In the event of a dispute arising from or in connection with the Terms and Conditions or purchase agreement, the competent court is in Murska Sobota.
- 13.5 Jurisdiction in case of consumer court disputes when the consumer has their habitual residence in the European Union (including Slovenia): in such a case, notwithstanding the previous point, the general rules on local jurisdiction of courts in consumer disputes apply, and you can also initiate the dispute before the court in Murska Sobota.

14 Final Provisions

14.1 CODEX reserves the right to amend the Terms and Conditions.

- 14.2 If any provision of the Terms and Conditions is invalid, this does not affect the validity of the Terms and Conditions.
- 14.3 These Terms and Conditions are valid from November 3, 2025, onwards.