

General Terms and Conditions for Online Shop on www.vogel.si

These general terms and conditions for online shop on www.vogel.si (hereinafter "general terms and conditions") have been drawn up in accordance with applicable regulations of the Republic of Slovenia, and apply to all users of this portal. These general terms and conditions set out the conditions of use of the online shop on www.vogel.si, general conditions of purchase via the online shop, process of registration on www.vogel.si, personal data protection, and other rights and obligations of the user and provider.

The administrator of this web site is the company Žičnice Vogel Bohinj, d.d., Ukanc 6, 4265 Bohinjsko jezero, tax ID number: SI20429967, registration number: 5097444000 (hereinafter "provider").

By registering with the online shop on www.vogel.si (hereinafter "Vogel online shop") or by using the online shop, the user accepts these general terms and conditions, and confirms that he/she is familiar with them and agrees with them.

1. Registration and Login

A new user may register with the online shop by selecting the relevant icon for the registration of a natural person or a legal entity on the portal. The user must enter the required information, confirm the general terms and conditions, and then click on the button to complete the registration. The user will receive an activation link to his/her Email address to activate his/her account. When the account is activated, the user can make purchases in the Vogel online shop.

Registration is necessary if the user wants to make an online purchase. If the user disagrees with the general terms and conditions, registration and purchase are not possible.

A user, who is already registered, only needs to enter his/her Email address and password to login to the web site (registered user).

2. Order

Both natural persons and legal entities can make purchases in the Vogel online shop.

The users selects the desired product by clicking on the "Add to Basket" button.

If the user has not yet registered with the web site, he/she must first register or login. If the user is already registered or logged in, he/she can proceed with the purchase.

The user can remove selected products from the basket, increase their quantity or simply proceed with the purchase. Information about the buyer and delivery are displayed to the user in the next step of the purchase. Then the user must select a payment method (cash on delivery, pro forma invoice, or payment card are available).

The user can add a comment to the order in the appropriate box. In the end, the user confirms that he/she accepts the general terms and conditions, and proceeds by clicking on the "Finish and Order" button. If the user disagrees with the general terms and conditions, it is not possible to proceed with the order.

Before placing the order, i.e. by clicking on the "Finish and Order" button, the user can review his/her entire order and change it, if necessary.

Then the system notifies the user that the purchase is finished. The provider sends a confirmation of the order to the user to the Email address entered at the time of registration. Together with the confirmation message, the user also receives a link to these general terms and conditions. The provider suggests to the user to print or store them on an appropriate durable medium. When the order is received to be processed, the user receives an automatic message to his/her Email address. The user also receives a message when the order is successfully processed and shipped. In this Email message, the provider notifies the user where any possible complaints, comments, claims and statements can be sent, and also familiarises the user with the possibility to withdraw from the agreement.

When the user receives the ordered products, he/she also receives the information about the order in written form.

3. Safety of the Purchase

For the transfer of all user data, the provider uses SSL technology that encodes all information sent together with the orders made by the user. If the required entry fields are empty, the system automatically detects an error and warns the user before the order is placed.

The user is solely responsible for the access to his/her user account and to make sure to protect his/her user data and passwords. The user guarantees that the data supplied are accurate and correct, and is responsible for the damage that could arise from inaccurate or incorrect data.

4. Accessibility of Information

The provider undertakes to always provide the user with the following information:

- company information (company name, registered office, tax ID number, registration number and register data),
- contact information, for fast and effective communication,
- key characteristics of goods or service,
- the price of the goods or service, including all taxes and other duties,
- any possible delivery costs,
- detailed arrangements for payment, delivery or fulfilment method and period,
- information about the right to withdraw from the agreement in accordance with article 43. č. of the Consumer Protection Act, and the terms for withdrawal; in addition, also the information about any possible costs for the buyer in connection with the withdrawal,
- validity period of the offer and price,
- an explanation of the complaint procedure, including all information about the contact person or customer service.

5. Payment

The user can choose one of the following payment methods:

- with a credit card: MasterCard, Visa, or Visa Electron (for payment in instalments).
- with a payment card: when making a purchase with a payment card, the user has to choose a payment card to pay for the selected goods.

6. Prices and Goods

The Vogel online shop prices do not differ from the prices in retail shops. Valid prices are those displayed at the moment the user confirms his/her order. All prices include VAT. Prices are subject to change without any prior notice.

Postage fee is not included in the price of the products. So prices do not include postage and delivery charges, these are displayed together with the total order value before the order is electronically confirmed and also on the invoice. The delivery fee in the Republic of Slovenia for orders under € 199 is € 3, orders above € 199 are shipped free of charge.

7. Delivery and Delivery Period

The products will be delivered within the period of 1–3 working days, counting from the day of the final confirmation of the order.

The ordered products will be delivered by Pošta Slovenija d.d., meaning that the ordered items will be delivered by a postman to the address the user stated with the order. In general, deliveries are done in the morning; if the user is not available to accept the package, he/she can collect it at a later time at the nearest post office.

If the provider ships the ordered products on time, the provider is not held liable if the contractor exceeds the delivery period.

Unless otherwise specifically agreed, delivery is possible in the Republic of Slovenia only. In case of delivery outside the territory of the Republic of Slovenia, the provider draws up an offer that includes the delivery period and fee for the desired destination. Packages are shipped outside the area of the Republic of Slovenia only if a surcharge for shipments to foreign addresses is paid.

8. Personal Data Protection

8.1. By registering with the Vogel online shop, the user agrees that Žičnice Vogel Bohinj, d.d., Ukanc 6, 4265 Bohinjsko jezero, as the administrator of the database containing personal data, can use and process the submitted personal data in accordance with the provisions of the Personal Data Protection Act and with the purpose identified below.

8.2 The administrator may process those personal data of the user that the user entered into the registration form (natural person: name, surname, address, postcode, city, telephone or GSM – optional, date of birth – optional, Email address, password); legal entity: name, surname, telephone or GSM, Email address – if personal data, password, password repeat originate from it).

The following data is also collected: data about purchases and benefits: date of purchase, type of purchase, contents of the purchase, value of the purchase, payment method.

The provider will use personal data for the purposes of fulfilment of the order (implementation of transaction, billing, delivery of the product, all in connection with the order) and other communication that is related with and necessary for the order.

Additional purposes of the processing, for which the user gives his/her consent by registering and accepting these general terms and conditions, apply to natural persons only.

- Statistical processing,
- marketing research,
- customer segmentation,

- processing of past purchase behaviour,
- information about newest additions to the range and business,
- sending advertising materials and
- invitations to events.

The user specified in the previous article expressly agrees that the provider may share some of the personal data (name, surname, telephone number, Email address, postal code) with the contracting partner for processing with whom the administrator of the database containing personal data has or will have entered into agreements on the processing of personal data, and which process or will process the data in his name and for his account.

8.3 By accepting the general terms and conditions for online shop on the portal www.vogel.si and completing the registration, the user is considered to give his/her express consent to the use and processing of personal data. Based on his/her personal consent, the administrator may process his/her personal data for the purposes described in section 8.2. of these general terms and conditions.

8.4. At any time, the user may require the personal data administrator to permanently or temporarily discontinue the use of his/her personal data for direct marketing purposes, either in writing or any other agreed form (e.g. via Email). The administrator will accordingly prevent the use of personal data for direct marketing purposes within 15 (fifteen) days, and inform the user who made the request about it in the next 5 (five) days, either in writing or any other agreed form (e.g. via Email).

8.5. The submitted personal data will be stored and used only until this will be necessary to achieve the purpose for which they were collected or processed.

8.6. By accepting these general terms and conditions, the user also confirms that he/she is familiar with the right to inspect, copy, update, correct, block and delete personal data related to him/her in accordance with the provisions of applicable law governing the protection of personal data.

If the user has any questions about the protection of personal data, he/she can contact the company at Žičnice Vogel Bohinj, d.d., Ukanc 6, 4265 Bohinjsko jezero or blagajna@vogel.si.

9. Cookies

This web site uses:

- Technical cookies: We use the following cookies to make the Vogel online shop web site function correctly:

- Session cookies: These cookies allow the web site to remember user entries in web forms, shopping basket contents etc. They are absolutely necessary for the web site to remember and carry out the user's request.
- Voting cookies: They allow the web page to remember user reviews which were submitted for individual products (permanent cookies).

User consent is not required for the above mentioned session technical cookies because this is a statutory exception. However, prior consent is required for voting and analytical cookies that are described below.

- Analytical cookies: We use these cookies to analyse traffic (counting visitors, identification of browsers and keywords that lead to the site, problems with navigation). In the event that the user would no longer allow the provider to use cookies on his/her computer, the user can change the settings at any time in the bottom right corner of the page on the "Edit Cookie Settings" tab. Here the user can select whether he/she agrees that cookies are stored on his/her computer or not.

If technical cookies on www.vogel.si web site are fully disabled (in browser settings), the user will not be able to shop in Vogel online shop and use the functionalities of the web site to their full extent.

10. Agreement and Archiving

The agreement is concluded when the provider confirms the receipt of the order with an Email message sent to the submitted Email address. The agreement is made in the Slovenian language.

The agreement between the user and the seller, and the copies of invoices are archived at the registered office of Žičnice Vogel Bohinj, d.d., Ukanc 6, 4265 Bohinjsko jezero. The user can obtain a copy by sending his/her request to: blagajna@vogel.si.

11. Final Provisions

The provider reserves the right to change the general terms and conditions at any time without prior notice.

The provider will inform the users of any change to general terms and conditions in an appropriate form. The publishing of general terms and conditions on the www.vogel.si website is considered as an appropriate form. By continuing the use of the portal, it is considered that the user agrees to the change of the general terms and conditions.

The provider shall use its best efforts to ensure that the data published on its web pages are up-to-date and correct.

Any complaints, comments, claims and statements can be sent to blagajna@vogel.si or to the following address Žičnice Vogel Bohinj, d.d., Ukanc 6, 4265 Bohinjsko jezero. Complaints, comments, claims and statements will be solved in accordance with the provisions of applicable laws.

Any disputes relating to the use of the web portal and these terms and conditions, that the provider and user would not be able to resolve by mutual agreement, shall be subject to the jurisdiction of the court of Ljubljana that is competent for the substance of the matter.

These terms and conditions come into force on 1 December 2014.

Ljubljana, 1 December 2014
Žičnice Vogel Bohinj, d.d.