

Pursuant to the provisions of Article 12 of the Law on Trade ("Official Gazette of RS", no. 52/2019), the provisions of the Law on Consumer Protection and the provisions of the Law on Electronic Commerce, the legal representative of "Grubin export-import" DOO Stara Pazova brings in his capacity of company director on 01.01.2023 the following

**DECISION
ABOUT THE SALE OF GOODS FROM THE OUTLET RANGE
THROUGH THE INTERNET STORE**

Article 1

This decision on the sale of goods from the outlet range through the online store Grubin export-import doo (headquarters located at Tajovskog 4, Stara Pazova) regulates the online sale of goods from the outlet store, i.e. outside the seller's business premises as part of organized sales without the simultaneous physical presence of the trader and the customer, through the exclusive use of one or more means of remote communication.

The goods that are offered to customers through online sales are from the Grubin export-import outlet assortment. These shoes include leftover surplus, products from past seasons, goods remaining only in limited numbers and materials, models, colours, etc. These are sold at very favourable prices, and the goods offered in this manner correspond to the declarations relating to the respective products.

Article 2.

The ordered goods, as indicated in Article 1 of this decision, are delivered to the customer's address.

Delivery is made through a delivery service, and the customer is required to sign the delivery note when receiving the product, which the delivery service takes as a confirmation of delivery of the ordered goods.

If the customer refuses the delivery at the desired address, the online seller has the right to request reimbursement of shipping and handling costs.

Article 3

The customer has the right to receive the following information from the Grubin import-export doo outlet online store: accurate, complete and clear information about the basic features of the goods, the business name, registration number, registered office address and phone number, sale price, payment method, delivery method and deadline, as well as conditions related to the buyer's rights in the case of non-conforming goods, as well as all other notices in accordance with the provisions of the Law on Consumer Protection and the regulations governing the field of electronic commerce and retail trade.

Article 4

In accordance with the Law on Consumer Protection, for every online purchase, the buyer who is considered a consumer in the sense of the said law exercises the rights to protection in accordance with the aforementioned law.

Article 5

The goods offered in accordance with this decision were produced at an earlier date. The available stocks are therefore limited. As in the outlet store, the number and quantities of models, materials, numbers and other characteristics are limited.

With this in mind, goods from the outlet sale are offered to customers at very favourable prices. This same outlet footwear is often considered to be of lower quality than corresponding products on regular sale, even though the products match their accompanying declarations and meet the same criteria for regular use.

According to the previous paragraph of this article, customers are to be fully informed regarding the type of goods, i.e. outlet footwear. Customers will be offered outlet goods that correspond to the goods that will be delivered.

Article 6

Customers will be allowed to return footwear from the online outlet store only if it is visibly damaged and exemplifies defects that prevent its regular use, i.e. if the defects prevent the use of footwear.

The buyer does not retain the right to submit claims or return requests in case of slight damage to the footwear.

Article 7

If, at the time of concluding the online contract, the buyer was aware of, or could not have remained unaware of the fact that the goods were from an outlet store, i.e. the conformity of their origin, then the buyer would not be able to exercise the right to submit a complaint regarding the received goods. In this case, the seller cannot be held liable for any perceived non-conformities.

If the delivered goods are defective, that is, if the damage and defects are significant to the degree that the product is not fit for use, the buyer who informed the seller about such defects has the right to demand from the seller:

- to correct the non-conformity without compensation, either by repairing the product or offering a replacement,
- an appropriate price reduction,
- a termination of the sales contract with respect to the goods in question.

In principle, the buyer's right of choice is reflected in the right to request a correction of the goods by repair or replacement. However, if neither replacement nor repair are possible, the customer has the right to request a corresponding price reduction or termination of the contract, under the following conditions:

- The buyer cannot exercise the right to repair or replacement because the seller has not performed repair or replacement within a reasonable period of time;
- repair or replacement cannot be carried out without significant inconvenience for the customer due to the nature of the outlet goods;
- removing the non-conformity by repair or replacement represents a disproportionate burden on the seller (low prices that do not justify the repair).

Article 8

Only for the reasons stated in the previous article of this decision can the buyer of the outlet goods declare a complaint orally, by telephone, in writing, electronically, or on a permanent record carrier. The buyer must provide the receipt or an equivalent proof of purchase (copy of the receipt, purchase slip, etc.). After receiving the complaint request, the online seller is obliged to issue a written confirmation to the customer or electronically confirm the receipt of the complaint, as well as communicate the number under which his complaint was filed in the record of received complaints.

The online seller is obliged to respond to the customer's complaint in writing or electronically without delay, no later than within eight days from the day of receiving the complaint. The seller's response to the customer's complaint must contain a decision whether to accept the complaint, a statement on the customer's request and a specific proposal and deadline for resolving the complaint.

The deadline cannot exceed a period of 15 days from the day the complaint is submitted.

If he received the prior consent of the buyer, the seller is obliged to act in accordance with the decision, proposal and deadline for resolving the complaint.

If, for objective reasons, the seller is not able to satisfy the buyer's request within the agreed deadline, he is obliged to inform the buyer about an extension of the deadline for resolving the complaint and to inform him of the deadline in which the seller will resolve the complaint. The seller must obtain the consent of the buyer, which the seller is obliged to record.

Article 9

The online seller is obliged to keep records of received complaints for at least two years from the date of submission of customer complaints.

Records of received complaints are kept in the form of a bound book or in electronic form and must contain information about the applicant and the date of receipt of the complaint, information about the goods, a brief description of the non-conformity and the request from the complaint, the date on which confirmation of receipt of the complaint was issued, the decision on the response to the customer, the date on which that decision was delivered, the agreed appropriate deadline for resolving the dispute agreed to by the customer, the manner and date of the resolution, as well as information on the extension of the deadline for resolution of the complaint.

Article 10

This decision shall enter into force on the day of its adoption.

Article 11

This decision is entered in the company ledger.

In Stara Pazova, date: 01.01. 2023

For » Grubin export - import » doo Stara Pazova,

Aleksandar Grubin, director

