
TERMS AND CONDITIONS

The General Terms and Conditions of the LYO DOG online shop are drawn up in accordance with the Consumer Protection Act (ZVPot), the recommendations of the Slovenian Chamber of Commerce and Industry (GZS) and international e-commerce codes. The LYO DOG online shop, which is accessible via the direct link <http://www.lyodog.si> and <http://www.lyodog.com> is operated by Planet to the 3rd power, project management and consulting, Zarja Šinkovec s.p., Veliki otok 44B, 6230 Postojna, Slovenia, registration number 8865086000, which is also the provider of e-commerce services (hereinafter: the Provider).

The General Terms and Conditions of Business govern the business relationship between the Provider and the Customer (hereinafter referred to as the Customer). The Buyer shall be bound by the General Terms and Conditions of Business, which shall be valid at the time of placing an online order. The Buyer shall be informed of the General Terms and Conditions when placing the order and shall confirm his/her knowledge of and agreement to them by placing the order.

The Provider reserves the right to change the General Terms and Conditions. Any changes to the General Terms and Conditions will be published on the website <http://www.lyodog.si> (and in English on <http://www.lyodog.com>) and will enter into force from the moment of publication.

Information about the provider

Company: Planet to the 3rd power, project management and consulting, Zarja Šinkovec s.p. (hereinafter referred to as Planet to the 3rd power)

Tax number: 69714428

Registration number: 8865086000

Registered office: Veliki otok 44B, 6230 Postojna, Slovenia

TRR: SI56 6100 0002 5847 646 (Delavska hranilnica)

E-mail: info@planet3pm.si, info@lyodog.com

Accessibility of information

The tenderer undertakes to provide the buyer with the following information at all times:

- Identity of the company (name and registered office of the company, registration number),
- Contact details to enable the user to communicate quickly and efficiently,

- Essential characteristics of the goods or services (including after-sales services and guarantees),
- Availability of items (each item or service offered on the website should be available within a reasonable period of time),
- The terms of delivery of the items or performance of the service (method, place and time of delivery),
- All prices must be clearly and unambiguously set out and it must be shown whether they already include taxes and transport costs,
- Method of payment and delivery,
- The time validity of the offer,
- The period within which it is still possible to withdraw from the contract and the conditions for withdrawal; in addition, if and how much it costs the buyer to return the goods,
- An explanation of the complaints procedure, including full details of the contact person or customer service.

The range of services and products

Customers of services or products can place an order via the website 24 hours a day, all days of the year, for all types of services and products offered online by the Provider. The Customer may place an order via the website shop@lyodog.com, via the Instagram profile <https://www.instagram.com/lyodogfood> or via the LYO DOG online shop www.lyodog.com or Slovenian version: www.lyodog.si . The Provider will publish discount offers on its and through its communication channels (for example Instagram).

Buyers with VAT-registered status must provide their VAT identification number when placing an order. The tenderer declares that it is not subject to VAT pursuant to Article 94(1) of the Value Added Tax Act (VAT Act-1A).

Purchasing procedure

After placing an order, the buyer receives an e-mail notification that the order has been accepted. This concludes the purchase contract between the provider and the buyer. From that moment on, all prices and other conditions are fixed and apply to both the provider and the buyer. Information on the status and content of the order is available to the buyer there. Upon receipt of the order, the buyer shall be informed as soon as possible of the date of dispatch of the shipment. Once the order has been reviewed by the supplier, the supplier checks the deliverability of the items and confirms or rejects the order with a reason.

The tenderer shall not be liable for any damages resulting from longer delivery times or from non-delivery of goods which the tenderer does not have in stock in its own warehouse. The tenderer shall prepare and dispatch the goods within the agreed time limit and shall notify

the buyer thereof by e-mail. The Buyer shall receive an invoice for the purchased goods in writing, with an itemised cost and an explanation of the right to withdraw from the purchase by returning the purchased product, if necessary and possible. The Buyer is obliged to verify the accuracy of the information before placing the order. Any subsequent objections to the correctness of the invoices issued shall be disregarded by the Supplier.

Prices

Prices for individual products are quoted in EUR and do not include value added tax (VAT). All prices in the online shop are the prices of the products and do not include delivery charges, unless otherwise stated. Prices are valid in case of purchase of products via website. Prices are subject to change on a daily basis without prior notice. In the event that incorrect price information is provided with the product, the supplier is not obliged to carry out the order. In this case, the supplier will give the customer the opportunity to withdraw from the purchase.

Time limit for performance of the service or delivery of the goods

The supplier will normally perform the services ordered within 5 working days or as agreed with the customer and will normally dispatch the goods ordered to the customer's address within 6 working days. In the e-mail confirming the order from the Purchaser, the Tenderer will indicate the time limit for the performance of the service or delivery, which may be shorter, but not longer, than the indicative time limit indicated. The Buyer undertakes to specify the type of service and the type and quantity of goods in the order in accordance with the catalogue of services and goods on the website of the Supplier. In the event that the order is not specific, the Purchaser will be requested by e-mail to correct the order, and the time limit for performance will start to run when the corrected order has been received and acknowledged by the Supplier.

The Client or the Purchaser must inform the Tenderer of any change or cancellation of the order by e-mail to shop@lyodog.com at least 2 days before the deadline for the performance of the service or delivery of the goods, failing which the Tenderer shall be entitled to claim reimbursement of the costs incurred by the Client from the Tenderer. In the event that the Customer wishes to collect the ordered goods in person, he must indicate this in the order or notify the Provider by e-mail at least 2 days before the scheduled dispatch of the goods.

The contractual partner of the tenderer for the delivery of the consignments shall be indicated at the time of order completion. The Tenderer reserves the right to choose another delivery service if this will enable the Tenderer to fulfil the order more efficiently. The tenderer shall not be liable for delays by the postal service provider or for damage to packaging. The Buyer should inspect the goods received immediately and, in the event of any damage, contact the postal service provider immediately, where a report of the damage to the parcel will be drawn up together with the Customer.

In the event of personal collection of the ordered goods, the supplier will not charge the buyer any delivery costs. However, personal collection will only be possible in exceptional circumstances and the provider will keep consumers informed.

Payment methods

Purchasers of products may pay the invoice amount by pre-invoice (UPN order) by transfer to the Provider's transaction account. In the event of delay in payment for services rendered or goods delivered, Planet to the 3rd power will be entitled to charge the Customer or the Buyer interest on the amount due at the interest rate (Act on the Prescribed Rate of Interest on Late Payment (ZPOMZO-1A, Official Gazette of the Republic of Slovenia, No. 105/2006)) for the period of delay.

Discounts

Discounts or promotional codes on the website or Instagram profile allow the Customer to obtain special benefits when purchasing products through the Provider's online shop and can be used within the time period and under the conditions specified in the offer or promotion notice. The Provider emphasises that the discounts are NOT cumulative and do not apply to products on sale.

Right of withdrawal and return of goods

The Buyer has the right to withdraw from the contract within 14 days of receipt of the goods by Planet to the 3rd power without giving any reason, and the Seller is obliged to bear the costs of withdrawal and return of the goods, which must be returned to Planet to the 3rd power in the same condition as received (unused, undamaged and in the original packaging) no later than 30 days from the date of withdrawal from the contract. In the event that the Customer fails to return the goods in their original packaging, or returns them damaged, with signs of use or dirty, Planet to the 3rd power shall have the right to refuse the return of the goods and to require the Customer to pay or retain the purchase price already received.

Planet to the 3rd power shall, within 30 days of receipt of the cancellation notice or within 15 days of the date on which the goods are returned to it by the Buyer, refund the amount received or the purchase price to the Buyer's transaction account, excluding any costs incurred by the Buyer in delivering or shipping the goods.

In the event that Planet to the 3rd power does not have the ordered goods in stock and is unable to deliver them to the Customer within the time limit under these General Terms and Conditions for any reason, Planet to the 3rd power will notify the Customer immediately upon receipt of the order and will provide the Customer with an estimated time within which it will be able to accept the order and deliver the goods. In the event that it has already accepted the order but is unable to deliver within the time limit, it shall so inform the Customer and shall give the estimated time for delivery. In the latter case, the Customer may cancel the

order and notify Planet to the 3rd power by e-mail, and Planet to the 3rd power may refund any purchase price already received to the Customer's transaction account within 5 days.

Damaged, destroyed or lost consignment

In the case of prepayment, the Provider shall not be liable for any physical damage, destruction or loss of the consignment from the moment the consignment containing the products ordered is handed over to the delivery service, nor if the contents of the consignment are missing or if the consignment shows signs of opening (visible damage to the packaging). The Provider shall not be liable for any damage to the consignment or to the contents of the consignment. In all these cases, the User must initiate the complaint procedure with Post office of Slovenia or DPD by taking the Shipment to the nearest Post Office or DPD collection point in the same condition as received, without adding or removing anything, and completing the complaint report. He shall also notify the Provider by contacting shop@lyodog.com.

Right of the Buyer to object to material defects and to resolve any complaints

The Buyer undertakes to carefully inspect the purchased goods immediately upon receipt and to note this in the presence and with the assistance of the Supplier (e.g. a postal employee) in the event of any damage to the packaging. Other material defects shall be identified by the Buyer in a credible manner as soon as objectively possible. In both cases, the Buyer undertakes to notify Planet of the defects and to provide all relevant information and evidence to substantiate the objection in a credible and fair manner. Objections to material defects will be communicated to Planet to the 3rd power by e-mail to shop@lyodog.com.

Planet to the 3rd power will deal with any complaints from Subscribers and Customers in a timely manner and will endeavour to resolve them amicably to the satisfaction of both parties in cooperation with the complainant. Subscribers and Customers may lodge complaints via email at shop@lyodog.com. The complaint handling process is confidential. In the event that an amicable settlement cannot be reached, the court of the consumer's domicile will have jurisdiction to settle the dispute. These General Terms and Conditions and all disputes between the Provider and the Consumer shall be governed by and governed by Slovenian law. The provisions of the Code of Obligations, the Act on Electronic Commerce on the Market, the Act on the Protection of Personal Data and the Consumer Protection Act shall apply mutatis mutandis to all relationships and rights and obligations not governed by these General Terms and Conditions.

Issue of invoices

Planet to the 3rd power will issue an invoice in pdf format to the Customer immediately after the service has been performed or after the goods ordered have been dispatched and paid

for, and will send it by e-mail to the Customer's address. The Customer shall provide all the required relevant information necessary for the legitimate invoicing at the time of ordering. Planet to the 3rd power undertakes to specify the amounts on the invoice in such a way that the price of the goods, delivery charges and any other items are clearly visible.

Website content and copyright

Planet to the 3rd power makes every effort to ensure that the information on its website is up-to-date and correct, but assumes no responsibility for the completeness of the information and suggests that users check it directly via info@lyodog.com. Planet to the 3rd power declares that the photographs of the products on the website are symbolic and do not reflect the characteristics of the goods- Planet to the 3rd power also has material copyrights in the pictures of the items, graphic and video elements, and the trademark LYO DOG as industrial property, and therefore the above elements may not be used, reproduced or otherwise tampered with without the prior express written consent of Planet to the 3rd power.

Disclaimer

Access to the <http://www.lyodog.si> and <http://www.lyodog.com> websites may be prevented or interrupted in the event of technical problems, the need to carry out maintenance work or due to other unforeseen circumstances, and in these cases we reserve the right to cancel confirmed orders, in which case we will inform the subscribers as soon as possible and propose a solution. Before accessing the website, users must ensure that they have anti-virus protection and that the information required to log on to the website is secure and confidential.

Out-of-court settlement of consumer disputes

In accordance with the legal norms, the Provider does not recognise any provider of out-of-court consumer dispute resolution as competent to resolve a consumer dispute that a consumer may bring under the Act on Out-of-Court Consumer Dispute Resolution (hereinafter: the "OCCDR"). If the customer is not satisfied with the resolution of the complaint, he can therefore initiate an out-of-court settlement procedure for the specific consumer dispute through the European Online Consumer Dispute Resolution Platform (ODRRP), in accordance with the ODRRPA. In accordance with the MDRP, the provider also publishes an electronic link to the European SRPS: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&Ing=SL>.

The buyer may also choose to bring an action before the competent court of his/her domicile.

Contact

If you have any further questions, or if you require any information or assistance with the online offer, placing orders, delivery, use of the website or return of goods, you can contact us by e-mail: info@lyodog.com or shop@lyodog.com.

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