Terms & Conditions

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TERMS AND CONDITIONS FOR USING THE INTERNET WEBSITE www.vertex-holds.com

The use of this website and the order registration via it are considered for agreement with the listed terms. If you DO NOT AGREE to these terms, please do not use this web site. Vertex Design reserves the right to change the terms without prior notice as the changed terms are published in the web site.

I. General terms

- "www.vertex-holds.bg" is a website for electronic trade-selling and delivery of the ordered goods on behalf of Vertex Design Ltd.
- Vertex Design Ltd via "www.vertex-holds.com" has the right to change the costs under its own decision without prior notice. The user is obliged to pay the price that has been actual during the time he ordered the item. The notice for the discount of the goods appears after placing the new cost below the old one while the last one is crossed out.
- After we accept your order and a member our Vertex Design team will clear the details about it via e-mail such as type of order standard or express, including more extras, payment and delivery. Once all the details are clear we start producing process of the items that you require. That will take two to four weeks. Then we are ready for delivering.
- We expect our clients to make the full payment before we make the shipping to our client's address.
- In case of inaccurate or wrong address provided, contact person and/or telephone number when submitting the order Vertex Design Ltd via www.vertex-holds.com" is not bound by any obligation for accomplishing the order.
- The contract with the customer is considered concluded after accepting from Vertex Design Ltd via "www.vertex-holds.com" the order request is filled right from the customer during the process of ordering.
- Vertex Design Ltd via "<u>www.vertex-holds.com</u>" is obliged after receiving the request from the Customer to deliver him the wanted goods or to inform the Customer for other circumstances about the request.
- Vertex Design Ltd is not responsible if the Customer has provided inaccurate and/or incomplete data in an order on www.vertex-holds.com".
- Vertex Design Ltd is not responsible for any inaccuracies in the information published on the website. Corrections on the prices in stores are possible and a change of the design of goods.
- The published on the website information about the sizes and congruencies must be interpreted as indicative. Vertex Design Ltd assumes the availability of discrepancies between the published and the actual sizes, for what it is not responsible.
- All stated prices are in Euro, and this is the retail price for the customer.

II. Rights and obligations of the parties:

- 1. Vertex design Ltd is obliged to:
- delivery within the term specified in the delivery information and payment of goods and arranged via e-mails with the customer.

- check for roadworthiness before sending any goods (if this is possible without damaging the packing)
- guarantee that all the items are factory new (unused!) and packed from the manufacturer except when the opposite is expressly named in representation of the goods in the website.

2. The customer is obliged to:

- write his three names, accurate and valid telephone number, address for delivery and e-mail;
- pay the order price according to the conditions described in the delivery information and payment for goods;
- pay the delivery cost according to the conditions described in the delivery information and payment for goods
- to ensure possibility and for receiving the goods access The declared goods are delivered on the address indicated by the Client during the specified term in information for delivery and payment The order is delivered properly packed according to the kind and the delivery transport. When receiving the items, the Customer or third party signs the documents with it. Third party is anyone else who is not the titular of the application but accepts the delivered goods and is on indicated by customer the address. In case of cancellation to receive the order, the cancellation is considered unfounded and the Customer is responsible for the cost of returning the goods, except in the cases below. The Customer is obliged to compensate Vertex Design Ltd for all the damages and lost profits, including all kinds of other costs beside the delivery costs and returning the goods due to cancellation. In case when the Customer could not be found in the term of delivery on the indicated address or access for receiving the good in the term is not provided, Vertex Design Ltd is not obliged to deliver the purchased goods. The Customer may confirm his desire to receive the order after the expiration date for delivery, when he was not on the address and is responsible for the delivery cost. In this case respectively begins a new delivery term from the moment confirmation.

The customer has the right to cancel the purchased goods when they are delivered under one of the following conditions:

- the delivered goods apparently do not correspond to the ordered ones and this could be checked by a common review
- the cost the Customer must pay does not correspond to the owing cost.
- if there is a discrepancy between the purchased goods and the delivered ones, and it was not possible to determine at the time of delivery The customer has the right to state a return of size or goods in his initial order. In this case is necessary to inform us in writing (via e-mail) or oral (via telephone) in term not longer than 7 working days to Bulgaria, Veliko Tarnovo, 5000, Marno Pole 16 B
- The customer has the right of returning the received goods in 14 days of the delivery without any reason but owing compensation of 20 % of the value of the ordered goods
 - 3. The returning is acceptable under the following terms:
- the request for return is submitted in writing on the indicated form Vertex Design Ltd corresponding e-mail, in term not longer than 7 working days beginning from the day after receiving the goods. The request must contain customer's personal bank account on which the payment to be refund.
- the goods are in good commercial look, original packed, with original labels and documents issued by Vertex Design-invoice, cash bound, guarantee card (if has been issued);

- the customer coordinates with Vertex Design agent the address at which the goods will be received
- the customer is responsible for all costs connected with the transportation of the goods to the indicated by the Vertex Design Ltd agent address. Vertex Design Ltd reserves the right not to refund the cost from the customer in term of disturbed one or other conditions for the goods return.

Vertex Design is not liable for damage of the goods due to force majeure.

III. Personal data

- Vertex design via "<u>www.vertex-holds.com</u>" takes the Customer's personal data as paramount, known from the electronic form for making the request application. This obligation voids if the Customer has submitted false data.
- At adherence of the functioning legislation and the clauses of the current Conditions, Vertex Design Ltd can use the personal data of the Customer only for the purposes provided in the contract
- Vertex Design Ltd via "www.vertex-hodls.com" has the right to use the data for offering the Customer goods and/or services about promotions, sending greetings, organizing tombola, questions about statistics and all kinds of other legitimate purposes except in case of expressly dissent of the named, sent on the following e-mail: office@vertexdesign.bg
- The described purposes above of what the data could be used are not comprehensively listed and do not create obligations for Vertex Design Ltd via "www.vertex-holds.com". Any other purposes for using the data will be consistent with the Bulgarian legislation, the applicable international acts, the internet ethics, the moral rules and the good manners.

IV. Revealing the information

- Vertex Design Ltd via "<u>www.vertex-holds.com</u>" is obliged not to reveal any personal data of the Customer of third parties- by government authorities, companies, individuals and other except in the ways when:
 - o had received written consent of the Customer
 - o the information is required by government authorities or officials who are authorized to require and gather this information according to the existing legislation;
- Vertex Design via "<u>www.vertex-holds.com</u>" is obliged to provide this information under the law.

V. Responsibility

• Vertex Design Ltd via "www.vertex-holds.com" is not responsible for defaults under this contract to the occurrence of these circumstances that Vertex Design Ltd via "www.vertex-holds.com" did not provide - including, but not only, cases of insuperable force, random events, problems in the social net of Internet and for providing the services out of the control of Vertex Design Ltd via "www.vertex-holds.com".

VI. Arbitration

• All disputes between the parties are solved amicably and with good will. In case of disagreement all unsolved disputes caused by the contract between the parties or concerning it, including disputes caused or concerning its interpretation, invalidity, execution or cancellation

and also disputes about filling gaps in the contract or its adjustment to new circumstances, will be resolved by the competent court of registration of Vertex Design Ltd under the Bulgarian Law.

VII. Using cookies and web marketing

• <u>www.vertex-holds.com</u> website uses "cookies" to improve customer service and tracking their needs and preferences. "Cookies" are used for the needs of Internet marketing, which allows the display of advertisement on the Web to users who have already visited once www.vertex-holds.com.

If you do not accept these terms, please do not use the website!