

# Terms of purchase

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## Basic seller information

Name: MEDIACOM a limited liability company for trade and travel agency

Shortened name: MEDIACOM d.o.o.

Headquarters: Poreč (City of Poreč - Parenzo) Mate Vlašića 26/36

Office Address: Mate Vlašića 26/36, Poreč

Registered in the Commercial Court of Pazin, under business number Tt-09 / 218-2

Business Bank and IBAN Account Number: HR2823600001101874082, Zagrebačka banka d.d., Zagreb

OIB: 98538704453

MBS: 040223094

Company's board members: Sandro Herak, Elvis Herak

Authorized representative: Sandro Herak, Elvis Herak

Telephone number: [+385\(0\)52/431-155](tel:+385(0)52/431-155)

Email Address: [mediacom@bestsellertv.com](mailto:mediacom@bestsellertv.com)

The consumer, as a customer, concludes a sales contract with MEDIACOM d.o.o. a trade company and travel agency at Mate Vlašića 26/36, Poreč, (hereinafter: MEDIACOM d.o.o.) as a seller.

Legal persons as customers are subject to the application of the Mandatory Relationship Act and the Electronic Commerce Act and are not subject to the Consumer Protection Act. These Terms of Purchase apply to legal entities in the section referring to the main features of the product, the contract award procedure, the product price, the method of payment and delivery of the product, the description of the delivery method, delivery costs and general information. The seller may, in his or her choice, enable a legal person, in every specific case, to have the right of a consumer who is a consumer.

The user is the person who uses the website [www.bestsellertv.com](http://www.bestsellertv.com), as well as every customer and site visitor at [www.bestsellertv.com](http://www.bestsellertv.com).

The conclusion of a sales contract through the website [www.bestsellertv.com](http://www.bestsellertv.com) is regulated in accordance with the legal provisions, taking into account, in particular, the principles and provisions of the EU directives and

regulations. Making a contract through the website [www.bestsellertv.com](http://www.bestsellertv.com) is the conclusion of a distance contract.

These Terms of Purchase are also a pre-contract notice when a sales contract is concluded by a consumer, ie any person who concludes a legal transaction or acts on the market outside his trade, business, craft or professional activity, and if the contract is concluded between the trader and the consumer within the framework of the organized selling system or providing services without a simultaneous physical presence of a trader and a consumer in a single place, whereby only one or more means of distance communication are exclusively used up to the time of concluding a contract and for concluding a contract.

The means of distance communication are all assets that can be used without a simultaneous physical presence of a trader and a consumer to conclude a distance contract, such as the Internet and electronic mail.

The contract is concluded when the seller accepts the offer of the buyer, and everything listed on [www.bestsellertv.com](http://www.bestsellertv.com) is an invitation to bid. The seller can terminate the sales contract if the buyer does not pay the purchase price and is not obliged to make the delivery of the product until the purchase price is received, unless the buyer has chosen the cash-on-delivery payment method. If the buyer for some reason does not take over the shipment and returns the same to the seller, the seller will not repeat the other deliveries.

The content of [www.bestsellertv.com](http://www.bestsellertv.com) website is available in Croatian and English. The official language for entering into a sales contract is the Croatian language.

## **Main product features**

The buyer meets the main features of the product at [www.bestsellertv.com](http://www.bestsellertv.com).

MEDIACOM d.o.o. reserves the right to change information, including product prices and promotional offers on the site without prior notice.

The picture of the product contains a description of the main features of the product and its price with VAT.

Prices, terms of payment and special offers are valid only at the time of ordering and/or payment.

## **The procedure of concluding the contract**

Purchases are made on [www.bestsellertv.com](http://www.bestsellertv.com) MEDIACOM d.o.o. website, by filling out the foreseen form. When filling out the form, the buyer is required to enter all the required information. Shopping is possible with the confirmation of the buyer that he has previously read and understood the Terms of Purchase and that he has agreed to it and is aware that this is a payment order. Shopping is possible 24 hours a day, 7 days a week. MEDIACOM d.o.o. is not responsible for the cost of using computer equipment and telecommunication services required for access to the service. The buyer will be notified by email about the order confirmation (receipt of the electronic message containing the buyer's offer) and about the package delivery.

In case that MEDIACOM d.o.o. for any reason it is not able to deliver any of the products ordered, the MEDIACOM d.o.o. employee will contact the buyer's phone or e-mail, for the purpose of arranging the replacement product delivery or eventual cancellation of the ordered product.

The purchase of the product on behalf of and for the account of a minor or a person deprived of his or her business capacity (in whole or in part) can only be requested by their legal representatives.

Purchasing is done by ordering available products that the customer chooses based on the photo and the basic description. Photos are illustrative in nature and do not always have to match the available products in all detail. Purchase is done in a few simple steps in the comfort of buyer's home, from anywhere in the world.

1. Product search is possible by different criteria. By entering a particular term in "Search", products that are associated with the term will appear. The buyer can choose a particular product he is interested in and read an available product description so that he can make a decision on whether the product is fit for his / her needs. The customer selects products from the catalog of MEDIACOM d.o.o. which is arranged according to product types.
2. The ordering of the product is done electronically. By clicking the "Add to cart" icon, the selected product is added to the cart. By placing the product in the cart the product is neither reserved, nor ordered nor purchased. Buyer can continue adding products by clicking on a new product category or performing a basket review by clicking on the "Cart View" or completing the product selection process by clicking "Order". Once the customer completes the product selection process by clicking "Order", he will redirect to the page where the following information is required to complete the order: name, last name, address, zip code, city, country, phone, cell phone (optional) e-mail address, notes and special requirements (optional), method of payment, how you learned about the webshop and products (optional). Purchase can not be continued without marking the "I agree to purchase terms" box, where by marking the buyer confirms that he has read and understood the Terms of Purchase and agrees with them. If he wish, the buyer can give the privilege of receiving the newsletter by e-mail, by clicking on the "I want to receive the newsletter and agree that Mediacom uses my email address to receive promotional information on new products." If the customer agrees to purchase the products that are in basket, he should click on the "Order" icon. After selecting "Order", if he has selected a credit card payment, a popup window opens with the card data entry form. The buyer may cancel the purchase by clicking "Cancel" or confirm the order by clicking "Pay".
3. After the customer orders, the seller will send the Terms of Purchase to the buyer's email address along with the order confirmation and the number of the order, confirming that the customer's order was received and processed.
4. The seller will send the buyer a confirmation of the signed sales contract to his email address together with confirmation that the package was sent.
5. If the buyer does not receive the ordered products he has paid in the agreed delivery period, he / she must notify MEDIACOM d.o.o. about the same at the email address of [mediacom@bestsellertv.com](mailto:mediacom@bestsellertv.com).
6. If the buyer has not received a confirmation of purchase by email, he or she must contact the seller at the [mediacom@bestsellertv.com](mailto:mediacom@bestsellertv.com) or by phone at +385 (0)52/431-155 every working day from 8 AM to 4 PM.
7. In case that MEDIACOM d.o.o. for any reason it is not able to deliver any of the products ordered, an employee of MEDIACOM d.o.o. will contact the buyer's phone or e-mail for the purpose of arranging the replacement product delivery or eventual cancellation of the ordered product.
8. In the event of a problem or ambiguity during the order, the customer can contact MEDIACOM d.o.o. at [mediacom@bestsellertv.com](mailto:mediacom@bestsellertv.com) or at phone number +385 (0)52/431-155 on business days from 8 AM to 4 PM.

## Product price, payment method and shipping

The buyer agrees to pay for the ordered products by one of the following payment methods:

- Credit or debit card - payment directly via the internet, using a payment card service: Visa, MasterCard, Maestro and Diners.



Customers from the territory of the Republic of Croatia, with the possibility of paying with credit and debit cards, have additional payment options.

- Cash on delivery (upon receipt of the shipment) - it allows the customer to pay the order amount to the deliverer upon delivery to the address. Payments are made exclusively in cash, ie the amount can not be paid by credit card.

The purchase contract is concluded upon acceptance of the buyer's offer.

The product will be delivered to the buyer on the territory of the Republic of Croatia within 3 working days (Saturday, Sunday and non-working days excluded) and at the buyer's address within the European Union within 7 business days (Saturday, Sunday and non-working days excluded) from the date of conclusion of the sales contract, if the company MEDIACOM d.o.o. has a product in the warehouse. If the company MEDIACOM d.o.o. at the time of conclusion of the sales contract has not got product in the warehouse, the delivery deadlines specified above are not applicable.

The contracted purchase price includes all taxes and duties and is expressed in Croatian kunas. Please note that the payment instrument in the Republic of Croatia is the kuna, and the buyer pays the currency conversion cost.

## Payment security statement

T-Com Pay Way applies state-of-the-art data protection standards - Secure Socket Layer (SSL) protocol with 128-bit encryption and MD5 algorithm. The ISO 8583 protocol ensures that data exchange between the T-Com system and the credit card authorization centers is carried out on a private network, which is protected from the unauthorized access with a double layer of firewalls.



## Product delivery methods description

MEDIACOM d.o.o. submits the order within the deadlines specified under "Product price, payment method and shipping". Delivery of the product is done through HP - Hrvatska pošta d.d., Zagreb, Jurišićeva 13, OIB: 87311810356 (some islands only) and GLS Croatia d.o.o., Varaždinska 116, 10360 Popovec, OIB: 88360795357.

MEDIACOM d.o.o. before each product delivery check the correctness of the ordered product.

## Delivery costs

If the delivery costs are less than HRK 300.00, the buyer pays them full, and if the delivery costs amount to HRK 300.00 or more, then the seller pays them full.

MEDIACOM d.o.o. delivers within the Republic of Croatia and the European Union.

Customers are required to take over and view the package in front of the courier, in order to avoid subsequent complaints about the possibility of damage to the package during delivery.

If MEDIACOM d.o.o. is unable to deliver the ordered product, he will inform the customer about it. The buyer may waive the order or wait until the product is re-available.

If MEDIACOM d.o.o. is unable to deliver the product, he informs the buyer in the agreed period, who is obliged to give a reasonable time for the fulfillment of the purchase contract.

If the buyer does not take over the product or refuses to take the product for no valid reason, MEDIACOM d.o.o. reserves the right to claim compensation for the costs of manipulation, transportation and other possible costs.

## General information

Before starting to use the website [www.bestsellertv.com](http://www.bestsellertv.com) (hereinafter referred to as the website) of the owner MEDIACOM d.o.o., users or buyers are obliged to become acquainted with the website's Terms of Purchase. If they have any additional questions or concerns regarding the Terms of Purchase, they should contact the [mediacom@bestsellertv.com](mailto:mediacom@bestsellertv.com).

By accessing the website or using any part of its content, the user accepts the Terms of Purchase of the website [www.bestsellertv.com](http://www.bestsellertv.com) as well as any other terms and conditions of use of the concerned website and the services provided through it. Users agree that they will not use the website in such a way as to harm the authors or third parties and accept any risks of using the website and services. If the user does not agree with the above, he/she is obliged to stop using the website and the services provided through it.

The content of the website is protected by copyright. Changing, borrowing, selling or distributing the content is only possible with the prior written permission of MEDIACOM d.o.o.

MEDIACOM d.o.o. makes it possible to use the website in the best possible way. This includes: server monitoring, capacity expansion by number of users, customer support, and eliminating any errors and problems in system operation. MEDIACOM d.o.o. does not take responsibility for any problems in the work of sites and services.

MEDIACOM d.o.o. can not guarantee that the use of the website will not be interrupted or error-free. The user agrees that access to the website may sometimes be interrupted or temporarily unavailable.

Users use the website at their own risk. MEDIACOM d.o.o. in no way is responsible for the damage that the user may suffer using the website [www.bestsellertv.com](http://www.bestsellertv.com). Authors and other legal persons involved in the creation, production and distribution of [www.bestsellertv.com](http://www.bestsellertv.com) are not responsible for any damages resulting from the use or inability to use it.

MEDIACOM d.o.o. reserves the right to disable access to the website [www.bestsellertv.com](http://www.bestsellertv.com) to users in the event of an assessment that the same is used in an inappropriate manner. MEDIACOM d.o.o. reserves the right to refuse

access to the website [www.bestsellertv.com](http://www.bestsellertv.com) to anyone, based on their own estimates. The user agrees to use the website in a way that does not endanger resources and services in its entirety. Inappropriate use of the website [www.bestsellertv.com](http://www.bestsellertv.com) is prohibited and results in the termination of access to the same.

MEDIACOM d.o.o. reserves the right at any time to modify or supplement the Terms of Purchase. Changes take effect on the day of publication on the website [www.bestsellertv.com](http://www.bestsellertv.com). Resuming access to a website or use of any part of its content will be deemed to be in accordance with the amended Terms of Purchase. MEDIACOM d.o.o. advises to periodically check the Terms of Purchase to get acquainted with any changes.

MEDIACOM d.o.o. reserves the right, at any time and without prior notice, to modify, supplement or terminate any part of its business, including the website, or any part of it, services, sub-sites or services provided through them. Subject right includes, but is not limited to, changing the time availability of the content, the availability of new data, the way of transfer, as well as the right to access or use the website.

It is the duty of the user to use the website in accordance with the positive regulations and the general moral and ethical principles. MEDIACOM d.o.o. is entitled to control the content of the website to ensure compliance with the Terms of Purchase and Positive Regulations at all times. Changes to the Terms of Purchase are effective immediately upon posting on the website [www.bestsellertv.com](http://www.bestsellertv.com).

## **Material disadvantages**

MEDIACOM d.o.o. (hereinafter: the seller) is liable for the material defects of the product until the moment of the transfer of the risk to the buyer (the moment when the thing is passed on to the buyer or to a third party designated by the buyer and not a carrier), regardless of whether the material disadvantage was known to him. Also, it also corresponds to those material defects that arise after the customer's risk passes, if they are the consequence of the cause that existed before. It is assumed that the deficiency that occurred within six months from the transfer of the risk to the customer existed at the time of the risk transfer, unless the seller proves the opposite, or contrary to the nature of the thing or the nature of the deficiency. There is a disadvantage:

1. if the thing does not have the necessary properties for its regular use or for traffic,
2. if the thing does not have the necessary special properties for which the buyer acquires it, which was known to the seller or had to be known to him,
3. if the thing does not have characteristics and qualities that are explicitly or tacitly agreed or prescribed,
4. when a seller has delivered a thing that is not the same as a sample or a model unless the sample or model is shown for informational purposes only,
5. if the thing does not have the properties that otherwise exist in other things of the same kind and which the buyer could reasonably expect from the nature of the matter, especially taking into account the public statements of the seller, the manufacturer, and their representatives about the properties of things (advertising, tagging, etc.).

The consumer is obliged to inform the seller about the existence of visible defects within two months of the day when he or she has discovered the defect and no later than two years from the transition of the risk to the consumer.

When after the receipt of the goods by the buyer shows that the item has a disadvantage that could not be revealed by a regular inspection when the goods were taken over, the buyer is obliged to inform the seller of the

lack within two months counting from the day when the disadvantage was discovered.

The seller is not responsible for the deficiencies that arise since two years have elapsed since the item was handed over. The rights of buyer who promptly notifies the seller of the existence of the deficiency shall be released after the expiration of two years, counting from the date of dispatch of notice to the seller, unless the seller's fraud has prevented the buyer from achieving them.

If a material defect is found, the seller may have one of the following obligations, all in accordance with the provisions of the Mandatory Obligations Act:

1. removing the lack,
2. handing over a second product without any lacks,
3. price reduction,
4. breach of contract.

Rights on the basis of material misstatement are regulated by the Mandatory Relationship Act.

When a buyer is a legal person, it is governed by the Mandatory Relationship Act, in particular in the part where the material disadvantage for a legal person is regulated differently from the one specified in the Terms of purchase, then the Mandatory Relationship Act is applied.

## **Right to unilateral termination of contract**

The consumer may terminate the contract unilaterally within 14 days without giving reasons.

The period of 14 days shall begin to run from the date on which the consumer or a third party designated by the consumer and not the carrier of the product has been placed in possession.

If a consumer orders in one order more items to be delivered separately, ie if the item are delivered in more than one parts or packages, the 14-day period begins to run from the date on which the consumer or third party designated by the consumer, who is not a carrier, has received the last part or last package of the product.

If a regular supply of goods is contracted for a specific period, the 14-day period shall begin to run on the day when the consumer or third party designated by the consumer and not a carrier, receives the first installment or first consignment of the product.

If the consumer is not informed of the right to terminate the contract, the consumer's right to unilateral termination of the contract shall expire 12 months after the expiration of 14 days.

If the seller has provided the consumer with a notice of termination right within 12 months, the right to unilateral termination of the contract shall expire after the expiration of 14 days after the consumer has received such notice.

In order for the consumer to exercise the right to unilaterally terminate the contract, he/she must inform the seller about his/her decision to terminate the contract unilaterally before the expiration of the 14-day deadline by sending an unquestioned letter to MEDIACOM doo, Mate Vlašić 26/36, Poreč or by e-mail [mediacom@bestsellertv.com](mailto:mediacom@bestsellertv.com), which will include name, family name, address, telephone number or email address, and the consumer may, by his own choice, also use the enclosed example of a one-off termination contract form. A copy of the unilateral termination contract form consumer can [electronically fill out by clicking on this link](#).

Confirmation of receipt of a declaration of unilateral termination of the contract shall be provided by the seller to the consumer without delay, by electronic mail. In case of termination of the contract, each party shall return to the other party what it has received on the basis of the contract. Unless the seller has offered to take over the goods that the consumer returns, the seller must make a refund only after the goods have been returned, ie after the consumer has provided evidence that the goods have been returned to the seller if the seller was notified of it before the receipt of goods. The Seller is not obliged to make a refund of the additional costs resulting from the consumer's express choice of the type of carriage which is different from the cheapest type of standard carriage offered by the seller. Seller must make a refund using the same payment method used by the consumer when paying, unless the consumer expressly agrees to another payment method and assuming that the consumer is not required to pay any additional costs for such refund.

Unless the seller has offered to take over the goods that the consumer returns, the consumer must make a refund without delay and no later than 14 days after the seller has informed the vendor of his decision to terminate the contract.

It is considered that the consumer has fulfilled his obligation to return the goods on time if he/she send the goods before the expiry of the deadline to the seller or to the person authorized by the seller to receive the goods.

All direct costs of product reimbursement are borne by the consumer. The consumer is responsible for any impairment of the goods resulting from the handling of the goods other than that which was necessary to determine the nature, characteristics and functionality of the product.

In order for the consumer to determine the nature, characteristics and functionality of the goods, he or she can handle the goods and inspect the goods solely in the way that is customary when purchasing goods in the seller's premises. The item that the buyer intends to return within 14 days shall not use, wash, monitor, modify, open, cut a sewn label and/or logo or take any action that may be taken in the vendor's physical office as well as those which would reduce the value of the goods. The item must be returned undamaged and unused, in the original packaging.

In the period in which a consumer is entitled to a refund, the goods must be kept with due care and must behave as a particularly careful and conscientious person. In the case of impairment of the product resulting from the handling of the product, the seller will charge from the amount of the purchase price received in the ratio of the impairment of the goods to their own estimates, taking into account the objective criteria of each particular case.

In order to facilitate the drafting of the written termination of the contract, the following is an informative form for the unilateral termination of the contract, which can be fulfilled and sent to MEDIACOM d.o.o., Mate Vlašić 26/36, Poreč or by e-mail to [mediacom@bestsellertv.com](mailto:mediacom@bestsellertv.com). Termination of the contract may be completed by the customer [by clicking on the link](#).

The right to terminate a sales contract is not allowed in the following cases when:

1. the subject of the contract are sealed goods which, due to health or hygienic reasons, are not eligible for repatriation if they were cleared after delivery,
2. the subject of the contract are goods which, because of their nature, are inseparably blended with other things after delivery.

When a buyer is a legal entity, a section of these Terms of Purchase is not applied to it under the title "Right to unilateral termination of contract". The Law on Obligatory Relations and the Law on Electronic Commerce apply to



legal persons.

## **Notice on written consumer complaints**

All complaints under Article 10 of the Consumer Protection Act can be sent by mail to MEDIACOM d.o.o., Mate Vlašića 26/36, Poreč, by e-mail at [mediacom@bestsellertv.com](mailto:mediacom@bestsellertv.com) or personally in the premises of the seller at MEDIACOM doo, Mate Vlašića 26/36, Poreč.

For MEDIACOM d.o.o. to respond to the consumer in a written complaint that was not sent by electronic mail, consumers are told to provide accurate information about their name and surname and the address to which an answer will be sent. Response to consumer complaint MEDIACOM d.o.o. must legally issue in writing at the latest within 15 days of receipt of the complaint.

In the event of a dispute, MEDIACOM d.o.o. and the consumer will settle the dispute peacefully and, if not possible, will be solved at the local competent court, with the application of Croatian law. Settlement of disputes is possible at the Court of Honor of the HGK or other mediation centers.

Consumer disputes can be resolved through the ODR platform of the European Commission <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HR>.

If a customer accepts the Terms of Purchase, he accepts all other terms listed on the website [www.bestsellertv.com](http://www.bestsellertv.com) as well as all the other terms on this site. If the consumer does not agree with any pre-contract notice or Terms of Purchase, he or she may not use the website [www.bestsellertv.com](http://www.bestsellertv.com) and do not enter into a sales contract.

MEDIACOM d.o.o. reserves the right to modify these Terms and Conditions without prior notice. The Terms of purchase are in compliance with the laws of the Republic of Croatia and the *acquis communautaire* of the European Union.

If the buyer is a legal person, the consumer protection policy is not governed by these Terms of purchase and the Consumer Protection Act.

The rules on a written consumer complaint do not apply to legal entities to which the Mandatory Relationship Act and the Electronic Commerce Act apply.

## **Cookies**

We will keep and evaluate information about your recent visit to our website and how you use different parts of our site for analytical purposes, or to understand how our users use our website.

In order to maintain website and ensure that its functionality is at an expected level, MEDIACOM d.o.o. uses technology known as "cookies". Cookies are small files that we send to your computer and we can access them later. They can be temporary or permanent. Thanks to the cookies, you can easily search our site and show results that are relevant to you. Cookies tell us what interests you and other visitors to our site, which helps us improve it.

[DOWNLOAD THE FORM FOR UNILATERAL TERMINATION of CONTRACT \(pdf\)](#)