

DISTANCE SALES AGREEMENT

Distance sales agreement is concluded on _____ in Belgrade, between:

A BOTANICAL PHILOSOPHY d.o.o. Beograd, Heroja Milana Tepića 4, registration number: 21646920, whose legal representative is Ela Knežević, director, e-mail: info@abotanicalphilosophy.com (hereinafter referred to as the Seller)

and

the Buyer:

Article 1

Under this Agreement, the Seller sells and the Buyer buys:

No.	Name	Measurement Unit	Quantity	Price including VAT	VAT	Amount including VAT

Total: _____

VAT: _____

Total including VAT: _____

(hereinafter: the "goods").

The Seller is obliged to deliver the goods to the Buyer so that the Buyer becomes its owner, while the Buyer is obliged to pay the price and take over the goods.

This contract is concluded as a Distance Sales Agreement in terms of the provisions of the Consumer Protection Law.

Article 2

By concluding this Agreement, the Buyer confirms that the Seller informed it of:

- basic characteristics of the goods;
- business name, registration number, seat address and telephone number;
- selling price, as well as of all additional postal, transport and delivery costs and the possibility that these costs may be charged to the consumer;
- method of payment, method and term of delivery, method of performing other contractual obligations;

- existence of legal liability due to non-conformity of goods or services with the contract;
- the method of filing a complaint to the trader, especially the place of receipt and the manner of the seller's actions upon them, as well as the conditions related to the exercise of the buyer's rights based on conformity;
- the address where it operates, if it does not operate at the address of its seat or residence, and the address, fax number and e-mail address of the trader on whose behalf it acts, to which the consumer can file a complaint;
- conditions, deadline and procedure for exercising the right to withdraw from the contract;
- the obligation to pay reasonable costs to the trader, if the consumer exercises the right to withdraw from the contract;
- the fact that the consumer cannot use the right to withdraw or the circumstances under which the consumer loses the right to withdraw from the contract;
- duty of the consumer to bear the costs of returning the goods in case of withdrawal from the contract;
- possibility of out-of-court settlement of disputes.

The Seller has delivered to the Buyer the form of the Declaration of withdrawal from this agreement and the Complaint form, which the Buyer can send via email to: info@abotanicalphilosophy.com.

The Seller has clearly informed the Buyer that by sending the order, he accepts the obligation to pay, and there is a clear notice about this on the order, on a button or on some other similar function. The sales website, at the latest at the beginning of the ordering process, clearly states the information about the existence of restrictions on delivery and the means of payment which are accepted.

Article 3

The Seller is obliged to deliver the goods to the Buyer within 30 days from the date of conclusion of the contract.

The goods will be delivered to the address of the Buyer's choice, and the delivery costs will be borne by the Buyer.

Article 4

The Seller is responsible for non-conformities of the delivered goods with the contract if:

- they existed at the time of the transfer of risk to the Buyer, regardless of whether the Seller knew about this non-conformity;
- they appeared after the transfer of risk to the Buyer and were caused prior to the transfer of risk to the Buyer;
- the Buyer could easily notice them, if the Seller declared that the goods were in accordance with the contract.

The Seller is not responsible for non-conformity if the Buyer was aware of it at the time of the conclusion of the contract or if the Buyer could not have been unaware of it.

The Seller is not bound by a public promise regarding the characteristics of the goods if:

- it did not know or could not have known about the given promise;
- a correction of the promise was announced before the conclusion of the contract;
- the promise could not affect the Buyer's decision to conclude the contract.

If the delivered goods do not conform to the contract, the buyer who has notified the seller of the non-conformity has the right to require the seller to remedy the non-conformity, free of charge, by replacement, or to request a corresponding reduction in price, or to terminate the contract with respect to the goods.

If elimination of non-conformity by replacement is not possible, the Buyer has the right to demand a corresponding price reduction or termination of the contract if:

- non-conformity cannot be remedied by replacement in general, not even within a reasonable period of time;
- it cannot exercise the right to replacement, that is, if the Seller has not made the replacement within a reasonable time;
- the replacement cannot be carried out without significant inconvenience for the Buyer due to the nature and purpose of the goods;
- the elimination of non-conformity by replacement represents a disproportionate expense for the Seller.

Taking into account the nature of the goods and the purpose for which the Buyer acquired them, the replacement must be made within a reasonable time without significant inconvenience to the Buyer and with its consent.

If the non-conformity occurs within six months from the date the risk is transferred to the Buyer, the Buyer has the right to choose between demanding that the non-conformity be eliminated by replacement, a corresponding reduction in price, or to declare that it is terminating the contract.

All costs that are necessary to make the goods conform to the contract, especially the costs of work, materials, takeover and delivery, are borne by the Seller.

The Buyer cannot terminate the contract if the non-conformity of the goods is insignificant.

The Seller is responsible for non-conformity of the goods with the contract that occurs within two years from the date of transfer of risk to the Buyer.

If the non-conformity occurs within six months from the date of the transfer of risk to the Buyer, it is assumed that the non-conformity existed at the time of the transfer of risk, unless this is contrary to the nature of the goods and the nature of the particular non-conformity.

The Seller bears the expense of proving that there was no non-conformity.

Article 5

The Buyer has the right to withdraw from the distance sales or off-premises contract within 14 days, without stating the reasons and without bearing additional costs, except for the costs of directly returning the goods in terms of courier service costs (hereinafter: withdrawal from the contract).

The Buyer exercises the right to withdraw from the contract by making a statement on the prescribed form for withdrawal from the distance sales or off-premises contract or in another unambiguous way (hereinafter: declaration of withdrawal).

The declaration of withdrawal from the distance sales or off-premises contract is considered timely if it is sent to the Seller within 14 days.

The declaration of withdrawal from the contract takes legal effect from the day it is sent to the Seller.

The Buyer can electronically fill out and send the withdrawal form, and the Seller is obliged to notify it in writing without delay of the receipt of the form, by sending an e-mail.

The Buyer's right to withdraw from the contract ends after the mentioned deadlines.

The 14-day period for withdrawing from the contract is calculated from the day when the goods come into the possession of the Buyer or a third party designated by the Buyer that is not the carrier.

When the Buyer orders several types of goods that are delivered separately within one purchase order, the 14-day period for withdrawing from the contract begins to run from the day when the last type of ordered goods comes into the possession of the Buyer or a third party designated by the consumer that is not the carrier.

When the delivery of the goods consists of several shipments and parts, the 14-day period for withdrawing from the contract begins to run from the day when the last shipment or part came into the possession of the Buyer or a third party designated by the Buyer that is not the carrier.

Article 6

If the Buyer exercises the right to withdraw from the contract, it is considered that the contract has not even been concluded.

The Seller is obliged to return the payments he received from the Buyer without delay, including the delivery costs, no later than within 14 days from the day he/she received the Withdrawal form.

The Seller makes the refund using the same means of payment that the Buyer used in the original transaction, unless the Buyer has expressly agreed to the use of another means of payment and provided that the customer does not bear any costs due to such a refund.

The Seller is not obliged to refund additional costs resulted from the Buyer's express request for delivery that differs from the cheapest usual delivery offered by the Seller.

The Seller will delay the refund until it receives the goods to be returned, or until the Buyer submits the proof that it has shipped the goods, whichever comes first.

Article 7

The Buyer is obliged to return the goods to the Seller or to a person authorized by the Seller without delay, no later than 14 days from the day the he/she sent the Withdrawal form.

The goods will be deemed returned within the deadline if the Buyer sent the goods before the expiry of the 14-day period.

The Buyer bears the direct costs of returning the goods.

The Buyer is solely responsible for the reduced value of the goods that occurs as a result of handling the goods in a way that is not adequate, that is, that goes beyond what is necessary to establish the nature, characteristics and functionality of the goods.

Article 8

The buyer has no right to withdraw from the contract in the event of:

- delivery of goods manufactured according to the special requirements of the consumer or clearly personalized;
- delivery of goods that are subject to deterioration in quality or have a short shelf life;
- delivery of sealed goods that cannot be returned for health protection or hygiene reasons and that were unsealed after delivery;
- delivery of goods which, after delivery, due to their nature are inseparably mixed with other goods.

Article 9

The Buyer is responsible for damages arising from failure to take over the goods sent to it by the Seller in accordance with this Agreement.

Damage includes damage to the goods, as well as costs incurred by the Seller due to the Buyer's failure to take over the goods, such as: costs of storage, repackaging, returning the goods, and the like.

Article 10

By signing this Agreement, the Buyer confirms that the Seller has provided it with a Withdrawal form, a Complaint form and a Notice of consumer rights and obligations arising from the Consumer Protection Law.

Article 11

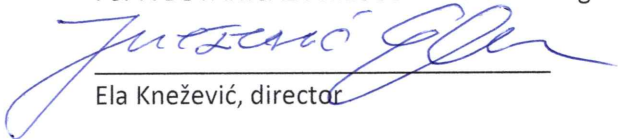
In the event of a dispute, the contracting parties agree to attempt to resolve it by extrajudicial means in accordance with the Law, and if this is not possible, the jurisdiction of the competent court in Belgrade is agreed upon.

Article 12

The Agreement was concluded through means of communication, namely: the Internet, in two original copies, one for each contracting party.

SELLER

For A BOTANICAL PHILOSOPHY d.o.o. Beograd



Ela Knežević, director

BUYER
