

The logo for DOR'S EQUÉ features the brand name in a classic serif font. The word 'DOR'S' is on the left and 'EQUÉ' is on the right. A large, elegant, black flourish or swoosh starts from the left, loops around the 'S' and 'E', and extends to the right, ending in a sharp point. This flourish is positioned behind the text, creating a sense of movement and style.

DOR'S EQUÉ

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General Terms and Conditions

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## 1. Effectiveness

The present General Terms and Conditions of Service (hereinafter referred to as “**Terms and Conditions**”, “**T&Cs**” or “**Contract**”) are effective for all goods and e-commerce services available at <https://dorseque.com/shop/> (hereinafter: “**Dor’sequ** **Webstore**” or “**Webstore**”) operated by <https://dorseque.com/> (hereinafter: “**Dor’sequ** **Website**” or “**Website**”). The technical information required for the use of the *Webstore*, which is not included within these T&Cs, is provided by other information available at the *Website / Webstore* or by reaching out to the Contractor at the contact details hereunder.

The scope of the present T&Cs extends to all commercial transactions that are electronically, off-premises taken place between the *Dor’sequ Webstore* and the Client (hereinafter: the “**Client**”, “**Customer**” or “**Consumer**”).

All natural and legal persons as well as legal entities without legal personality shall be deemed as Client, Customer or Consumer under the effects of the present Contract.

Pursuant to *Article 2, letter (a) of Act No. 296/2004 on the Romanian Consumer Law* “Consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession on the Suppliers website.

By using *Dor’sequ Website* or its *Webstore* Consumer acknowledges and accepts the provisions of the present T&Cs as binding.

Be informed that in case of any queries related to our service, online orders or the delivery process we are at your disposal at the contact details provided hereunder.

The below T&Cs are continuously available at <https://dorseque.com/terms-and-conditions/> where it can be downloaded in a “pdf” file format.

## 2. Details of the Contracting Party

The Contracting Party (hereinafter referred to as “**Contractor**”, “**Trader**” or “**Supplier**”) of the Consumer is:

<b>Name:</b>	<b>SC TALEROS SRL</b>
<b>Seat and Postal Address:</b>	<b>Harghita, Sat Lăzarea Nr 721</b>
<b>Registration Number / Tax Number:</b>	<b>18193079 / RO18193079</b>

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<b>Court of Registration:</b>	<b>Oficiul Registrului Comertului de Pe Langa Tribunalul Harghita</b>
<b>E-mail:</b>	<b>info@dorseque.com</b>
<b>Telephone:</b>	<b>+40 752 937 665</b>

### **Hosting Provider Information**

*Name: Websupport Magyarország Kft.*

*Address: 1119 Budapest, Fehérvári út 97-99.*

*Telephone: +36 1 700 4140*

*E-mail: info@tarhelypark.hu*

*Web: <https://tarhelypark.hu/>*

## **3. Restrictions related to the use of Dor'seque Webstore**

3.1. The *Dor'seque Webstore* may only be used by a person who accepts the the terms and conditions of the present Contract and the Privacy Policy that is available at the home page of <https://dorseque.com/>. Failing the above, Consumer is obliged to immediately stop viewing the *Webstore* and may not make any purchases.

3.2. A minor or a person of limited legal capacity may use the services of the *Webstore* only with the legal consent of his / her legal representative. Obtaining the above consent shall be the duty and responsibility of the minor or the person of limited legal capacity. The *Webstore* is not responsible for and does not have the opportunity to know or find out who is on the user side of each online transaction, therefore the Consumer shall be solely responsible.

3.3. Provided that the Consumer enters the *Webstore* surface and continues with its browsing Consumer declares that it has acknowledged, understood and accepted the terms of the present Contract and agrees to the method of data management described by the *Privacy Policy*.

3.4. In case the Consumer does not accept the terms of the T&Cs or does not consent to our data management it is obliged to immediately cease using the Dor'seque Webstore and leave same.

## **4. Definition of the Clientele**

4.1. The products offered for sale on the *Dor'seque Webstore* are sold exclusively to Customers and Companies that qualify as "Consumers of end users". Commercial resale of the products is not permitted. The Contractor therefore reserves the right not to accept any contractual offer that is suspected to have been aimed for commercial resale.

4.2. Products are sold only in household quantities. In case the order exceeds quantity recommendations the Contractor reserves the right to reject the Consumer's order.

## **5. Requirements and guidance for concluding contracts by electronic means - Prior Information**

The Contractor hereby provides the following guidance and miscellaneous information to its Consumers and users of the *Dor'seque Webstore*.

### **5.1. Technical description of steps required to conclude the Contract electronically**

By clicking the „*Shop*“ tab at the *Dor'seque Website* homepage the Consumer is directed to the *Dor'seque Webstore* where a collage of Products are presented. After finding the preview of the desired Product, Consumer may move forward by clicking on „*View product*“.

Once the desired Product is selected Consumer may add them to their virtual shopping cart by clicking the „*Add to cart*“ button which is then confirmed by an informational pop-up window. It is to note that placing an item into the virtual cart does not declare an intention to purchase, nor does it result in the finalisation of the order. As a result, the item placed in the cart may be removed from the Consumer's cart in the event of refreshing the Website or the lapse of time.

At this point in time, Consumer may choose whether it wishes to continue browsing/shopping or finalise the ordering process and proceed to checkout. In case of the latter, the contents of the cart will be displayed for checking. The contents of the cart can be modified at this stage. Once done, by filling out Billing Details and choosing the method of payment the order may be finalised and therefore placed.

Account registration is not a condition of purchase or placing an order, although, in case of delivery it is mandatory to provide shipping information. If the delivery address defers from the billing address it is requested indicate priorly.

After providing the shipping information Consumer confirms that it has read, understood and accepted the *Terms & Conditions* and the website's *Privacy Policy* by ticking the corresponding box.

Once the Consumer has finalised the online ordering process by entering the requested information and clicked on the „*Buy*“ button, the order is placed which shall function as a binding offer on the part of the Consumer.

Notwithstanding, the above does not imply that the Contractor has automatically accepted the Consumer's offer (further details at Section 6 of T&Cs).

Upon finalisation the Consumer is directed to a closing surface where it is informed of the order number, the total amount, the expected delivery time (if applicable) and the fact that an email confirmation will follow including transfer details. It is also possible to print or save a copy of your order confirmation in PDF.

## **5.2. Requirements for distance contracts concluded by electronic means**

If the contract places the consumer under an obligation to pay, the trader must make the consumer aware in a clear and prominent manner, and directly before the consumer places the order.

The trader must ensure that the consumer, when placing the order, explicitly acknowledges that the order implies an obligation to pay.

If placing an order entail activating a button or a similar function, the trader must ensure that the button or similar function is labelled in an easily legible manner only with the words 'order with obligation to pay' or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader.

If the trader has not complied with the latter two paragraphs, the consumer is not bound by the contract or order.

The trader must ensure that any trading website through which the contract is concluded indicates clearly and legibly, at the latest at the beginning of the ordering process, whether any delivery restrictions apply and which means of payment are accepted.

## **5.3. The nature and registration of the Contract**

The present contract does not qualify as a written contract. The Contractor/Trader does not register it therefore it cannot be accessed or viewed afterwards. From a legal point of view, the orders placed from the *Webstore* are considered to be a legal statement in the form of implied conduct.

## **5.4. The language of the Contract and relating administration**

The language of any further information, administration, as well as any warranty / guarantee procedure (if applicable) is English or Hungarian by request. The contract is concluded exclusively in English and shall be governed primarily by EU Law.

## **5.5. Prior information on the Code of Conduct**

Neither the *Dor'seque Website*, nor the *Dor'seque Webstore* subjects itself to the provisions of any own Code of Conduct.

## **5.6. Product Information**

Important information about the product, in particular its essential features and characteristics, as well as selling prices may be found by the side of the specific item and the order summary page.

### **5.7. Data entry errors**

The identification and correction of any data entry errors (“misclicks”) are secured prior to the contract statement (which is a binding purchase offer with the payment of the purchase price) as follows:

Consumer is ensured the opportunity to, at any stage of the ordering process, correct any data entry errors within the *Webstore* interface. Section 5.1 contains detailed description of the technical steps.

### **5.8. Indication of Price**

Prices of products offered for sale on the *Webstore* are indicated in EUR after value added tax (gross prices).

The purchase price of products do not include the cost of any delivery. Of the latter, Consumer will be informed separately during the ordering process.

The purchase prices shown are final sales prices at all times.

SC Taleros SRL as Supplier reserves the right to change the price of products / services offered for sale from the *Webstore*.

No extra packaging charge is being calculated for deliveries.

Tax Returns: SC Taleros SRL / *Dor'seque* does not refund VAT in any case.

The *Dor'seque Webstore* guarantees that at the end of the ordering process Consumer may clearly ascertain the purchase price of the products placed in the cart before placing the order.

### **5.9. Discount / Coupon Codes**

Coupons are applicable to any purchase and are redeemable online.

All offer codes are applied to the value of the order, excluding any possibly occurring delivery costs and are subject to the *Terms and Conditions*.

The offer code must be entered into the „*Coupon Code*” field on the cart page and applied for the discount to be deducted from the order.

Unless stated otherwise discounts cannot be combined and only one offer can be applied to any order and are intended for single use only.

Unless stated otherwise, items already reduced in price are excluded from discount offers.

Supplier reserves the right to amend or withdraw coupons at any time.

### **5.10. Incorrect / Wrongful Price Indication**

Despite of all the care and diligence of *Dor'seque* in the event of indicating an incorrect / wrong purchase price on its *Webstore*, *Dor'seque* shall not be obliged to sell its product at the incorrectly / wrongly indicated price. Instead, it may offer the Consumer its performance at the correct and actual price, in the knowledge of which Consumer may withdraw from its intention to purchase.

Incorrect prices may be in particular, but exceptionally:

- obviously incorrect / wrong, unreal prices that significantly differs from the well-known and generally accepted price of the product concerned;
- EUR "0" or other non-concieveable pricing unit due to a possible system error;
- other notably disproportionate price;

*Dor'seque* excludes its liability arising from the incorrect / wrong indication of its prices to the fullest extent of the law's permission.

## **6. Binding of the offer, confirmation, conclusion of the contract**

6.1. By clicking on "*Place order*" Consumer declares a binding offer to purchase the product(s) placed in its cart. The arrival of the Consumer's offer / order to *Dor'seque* results in a binding offer on the part of the Consumer.

6.2. The submission of the order does not result in the conclusion of Contract between the Consumer and the Supplier. Supplier confirms the arrival of the offer / order sent by the Consumer via an automatically generated email without any delay, but no later than 48 hours. This confirmation email only informs the Consumer that the order has arrived to the Supplier. Consumer is obliged to check the content of the confirmation email, its attachments or to review its links in detail and to check the correctness of the data and parameters provided when placing the order. Any shipping or other issues, impossibilities and additional costs incurred by the incorrect or insufficiently provided data and information shall be the sole responsibility of the Consumer.

The arrival of confirmation of the receipt detailed in this section does not mean the acceptance of the Consumer's offer.

6.3. The Contract shall only be considered concluded when the Supplier declares the acceptance of Consumer's offer via a separate confirmation email.

6.4. In case the Consumer has any questions with regards to the product before placing the order it may contact *Dor'seque* for further details via phone or email. Contact details are listed under Section 2 of the present T&Cs.

6.5. Commercial resale of the products purchased from the *Webstore* is not permitted.



## 7. Product availability

7.1. If the ordered product is not available at the time of the placement of the order or the product is indicated available but cannot be provided by the time it is ordered the Supplier retains its right to reject the order. In this case there is no contract concluded and any payments made priorly shall be refunded to the Consumer.

7.2. The order or its confirmation shall only be declared received by the Supplier or the Consumer once it becomes accessible to either Party. Supplier does not bear any responsibility if the confirmation email could not be sent by the Supplier or received by the Consumer because an incorrect address has been provided or its email account is not accessible due to the saturation of storage space.

## 8. Product Delivery

8.1. Any product available at the *Webstore* should reach the Consumer email within 14 days, but no later than 30 days once the order is placed and payment is received.

8.2 In case of any issues experienced with delivery the Consumer shall contact *Dor'seque* aiming for resolution.

## 9. Payment methods, Issuance of an Invoice

9.1. After completing the ordering process Consumer may choose from the available payment methods.

9.2. The management company of Credit Card Payments is Teya Services Ltd. (Seat: Third Floor, 20 Old Bailey, London, EC4M 7AN, United Kingdom; Welsh Registration number: 12271069; Phone: +44 (0) 128 389 6876) The current general terms and conditions of the management company can be found at the following link:

<https://www.teya.com/legal/general-terms>

9.3. Data entered during the payment process is not being stored by the *Webstore*. They are managed by the respective payment processing company therefore different data protection provisions of financial service providers apply in this case.

9.4. All costs incurred by the Consumer in connection with the payment of the product - in particular, but not limited to the transaction fee, the cost of transferring from a bank account held with a non-domicile bank or the cost of depositing money in a bank - shall be borne by the Consumer in all cases.

9.5. *Dor'seque* hereby informs that during the sale of products Consumer is entitled to decide which of the available payment methods it wishes to choose.

9.6. It does not qualify as an advance payment if the Party liable for the payment pays earlier than it is set in Section 9.7 of this Contract but completes the payment earlier.

9.7. Supplier also draws the attention of the Consumers to the fact that the delivery date is the day when *Dor'sequ* delivers the product via email. That is, the date of delivery is indicated on the accounting document according to the VAT Act as the date of performance.

9.8. Consumer is obliged to pay special attention to provide the correct customer data when placing the order and is obliged to check the details on the invoice sent electronically as soon as possible after receipt. The Supplier strongly draws your attention to the fact that it is not possible to change the details of the invoice afterwards - excluding the obvious name and address spelling error (eg missing letters, misspellings) - from the calendar day following the receipt of the invoice.

By placing the order and ticking the box for the T&Cs the Consumer expressly and approvingly acknowledges that Supplier will issue an electronic invoice in connection with the transaction and undertakes to accept the issued electronic invoice. Supplier will send the issued electronic invoice as a separate (third confirmation after the automatic confirmation and acceptance of the offer) email attachment.

Supplier issues the invoice document only in EUR.

The electronic invoice is prepared by the qualified service provider on behalf of *Dor'sequ*. The data provided for the purposes of the preparation of the invoice will not be passed on to third parties, it will be archived and retained for the period specified in the relevant legislation.

The electronic invoice issued by *Dor'sequ* is an accounting document issued electronically for tax administration identification, regulated by the Accounting and VAT Acts. The original electronic invoice, as a certified document, proves the existence of obligations and rights related to the payment of taxes, therefore it is necessary to keep the invoices issued electronically in electronic form in accordance with the relevant legislation.

Electronic invoices issued by the Supplier comply with the VAT Council Directive 2006/112/EC of the EU and other national regulatory requirements for electronic invoicing.

## 10. Exercising the Right of Withdrawal

10.1. The Consumer may exercise the right of withdrawal in accordance with *Article 9 of the Consumer Rights Directive 2011/83/EU*. This right may be exercised from the time the contract is concluded until 14 days after the delivery of the goods, as stipulated by *Article 9(1) of the Directive*.

10.2. To meet the withdrawal deadline as defined in *Article 11(2) of the Consumer Rights Directive 2011/83/EU*, it is sufficient for the Consumer to send their communication concerning the exercise of the right of withdrawal before the 14-day withdrawal period has expired.

10.3. In line with the Act above, the right of withdrawal does not apply to certain goods and services, including but not limited to perishable goods, custom-made items, and

digital content once the download or streaming has begun with the Consumer's prior express consent and acknowledgment of the loss of the right of withdrawal.

## 11. Dealing with Complaints

11.1. In accordance with *Article 27 of the Consumer Rights Directive 2011/83/EU*, Consumers have the right to submit complaints related to the execution of the contract, including but not limited to, issues of non-conformity, delays in delivery, or disputes over charges.

11.2. Complaints can be submitted in writing, by email, or through any other communication channel provided by Dor'sequ under Section 2 of this Contract.

11.3. Customer complaints are investigated thoroughly by Dor'sequ and a response to the Customer is expected within a reasonable time frame, not exceeding 14 days from the receipt of the complaint.

11.4. If a complaint cannot be resolved directly with the Company, the consumer has the right to seek alternative dispute resolution (ADR) or online dispute resolution (ODR) mechanisms at <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

11.5. In compliance with *Article 7(1) of the Unfair Commercial Practices Directive 2005/29/EC*, Dor'sequ is committed to maintaining a record of all complaints received and the actions taken to resolve them for at least 5 years from the date of the complaint.

11.6. Dor'sequ is also committed to rectify any reoccurring issues or systemic problems to prevent from future occurrences.

21 August 2024