

TERMS&CONDITIONS YS

TERMS OF USE

More i to d.o.o. is trading as Sea & Stuff Yacht Supply and hereafter is listed as such. You can be a private user of Sea & Stuff Yacht Supply websites without any charges and according to the terms and conditions listed below. By using this site you are accepting the terms and conditions under which the products and or services are offered, therefore we strongly advise you to read them carefully.

SHOPPING TERMS

These shopping conditions define the procedure of purchase orders, payments, shipments, deliveries and returns (claims) of products offered on our websites (www.seaandstuff.com or www.yachtsupplycroatia.com). The provider and supplier of offered products is More i to d.o.o. trading as Sea&Stuff Yacht Supply, based in Makarska, Veliko brdo 88a, MB 02673681, OIB 96417347636.

All users of our web-site, hereinafter referred to as customers, must be 18 years of age or older.

All listed prices are in euros (EUR), with the possibility of converting into Croatian national currency kunas (KN) according to the exchange rate of Croatian National Bank and include VAT.

MERCHANDISE ORDERING

Orders can be placed via internet, phone or by fax at least 48 hours prior to delivery time. For orders that are needed in less than 48 hours, please contact our office (More i to d.o.o.) via e-mail or by phone.

Internet orders are made directly on our web site:

web: www.yachtsupplycroatia.com.

phone: +385 (0) 21 611 072,

fax: +385 (0) 21 615 010.

Orders are processed 24 hours a day, 7 days a week (24/7).

To place an order you are required to select the product and move it to your shopping cart by clicking on Add. Special requests can be made through the Wish list.

All orders are considered to be final and validated after finishing the on-line shopping process.

The customer will receive his order confirmation via e-mail with all necessary details of the order such as: products, quantity, price, cost of delivery, time and place of delivery. It is important to check all the ordering details to avoid potential errors.

Sea&Stuff Yacht Supply undertakes to deliver all the ordered items that are in stock at the time of delivery. In case items are not available at the time of ordering Sea&Stuff Yacht Supply customer service representative will contact the customer via e-mail, by fax or by phone for possible product substitutions or cancellation of that specific product was ordered. The customer has the right to accept the offered substitution or to cancel that specific product.

REGISTRATION

In order to register on our web-site, all users of this site must be 18 years of age or older.

The users information obtained in the registration process is based on the personal data provided by the user who is responsible for the accuracy of this data. The user is also required to promptly update any changes to their data provided. By registration the customer agrees to all the terms and conditions hereandafter listed.

MERCHANDISE SHIPPING AND DELIVERY

Delivery times are based on stock availability of ordered items, especially those that are ordered through the Wish List.

All available products will be delivered within 48 hours of order validation or sooner but exceptions can be made such as; specifically requested delivery dates or times by the customer and Wish List orders.

Each product is appropriately and hygienically packaged to avoid damages and spoilage due to transport.

The customer is required to check expiration dates of products at time of delivery and immediately inform the delivery driver about possible problems. If the delivered products are damaged the customer has the right to only refuse delivery of those specific items. Subsequent complaints shall not be acknowledged.

THE COSTS OF DELIVERY

Delivery charges are based on delivery location.

Deliveries made on land on the Makarska Riviera (from Brela to Gradac) are free of charge. Deliveries beyond the Makarska Riviera will be charged as the following:

- All orders under 1,000 kunas will be charged 1 kuna per every kilometer. VAT (Value Added Tax) is not included in delivery charge and will be added on the delivery price (23%)
- Orders over 1,000 kunas that are being delivered on land outside the Makarska Riviera within Croatia are free of charge
- All other delivery destinations on land that are outside of Croatia will be quoted appropriately by our staff.

Deliveries that are made on sea will be charged 10 euros per 1 nautical mile (Nm) with VAT included in price.

Sea&Stuff Yacht Supply uses its own appropriate delivery vehicles during transportation.

PAYMENT

The customer can choose the following (2) payment options:

1) Payment made in full via our web site www.yachtsupplycroatia.com using credit cards or Internet banking,

2) The advance payment of 30% via Internet and the remaining amount due at the time of delivery in cash or with credit card.

When paying by credit card, the customer's account will be charged in the equivalent amount in Croatian currency (kn), calculated by the exchange rate of Croatian National Bank, therefore there is a possibility for a minimum exchange rate difference which will be charged to the customer's account.

T-Com Pay Way system is protecting all the payments made by credit card.

RETURNS AND RECLAMATIONS

Any and all cancellations must be received at least 12 hours prior to agreed time of delivery, but with no refund of advance payment. Please note that this is not applicable to items on your Wishlist. Wishlist items are all finalized upon receipt of your order and cannot be cancelled.

The customer has the right to return the order in cases mentioned below only if these are made mention at the time of delivery directly to the delivery driver.

Authorized returns are received in writing at Sea&Stuff's company address: More i to d.o.o., veliko brdo 88a, 21 300 Makarska, by phone +385 (0) 21 611 072 or via e-mail yachtsupply@seaandstuff.com

Authorized returns:

- the delivered products are damaged due to transport
- the date of use of delivered products has expired

At the time of delivery the customer is required to check validity of the order, to compare the order with received items and immediately inform the delivery driver about possible problems. Subsequent complaints shall not be acknowledged.

The delivery driver will make a report on returns or claims and the customer is required to sign it.

Sea&Stuff Yacht Supply will re-ship damaged or expired products ASAP or otherwise will issue a refund to the customer on these items in question.

APPROXIMATE PRICE

Approximate price is an estimate of the total order value for the product we are going to deliver. The invoice amount may in some cases deviate from the one shown in the on-line store catalogue.

The final invoice can be distinguished by the purchasing price, because the purchase is performing on the day of the delivery. Approximate prices refer to weighted products too, such as cheese, salami, fruit and vegetables, which are charged according to weight and not to piece. For example, the price shown for particular cheese may be for the weight of 100 g, and the customer shall be provided with the selected product that can vary by weight. Weight deviations are minimal, which means a few grams more or less, but the price will be calculated by the correct weight of delivered product. This refers to substitute products too, due to the price of ordered product at the time of processing customer orders.

When delivery takes place the customer is entitled to return any and all products if the calculated price is higher than the price shown when ordering. The customer shall return the products to delivery driver, and the refund is made afterwards.

SECURITY

On Registration the customer is required to create his own password that will not to be shared with other parties. The customer is responsible for all the orders and actions made under this specific password. If the customer suspects that other parties are familiar with his or her password he or she is required to provide Sea&Stuff Yacht Supply with that information by phone, fax or via e-mail. Likewise, if there is a doubt in flaws in security, Sea&Stuff Yacht Supply reserves the right to ask the customer to change their password or block the users account.

PRIVACY POLICY AND PROTECTION OF PERSONAL DATA

Sea&Stuff Yacht Supply respects the customers privacy and security of his personal data. Any correspondence between Sea&Stuff Yacht Supply and customer is considered a strictly confidential relationship. Sea&Stuff Yacht Supply assures the customer that their personal information is only needed to completed their requested transactions.

Sea&Stuff Yacht Supply guarantees that any given information will be held with the utmost care and will not be used in a ways that the customer has not consented to.

Sea&Stuff Yacht Supply does not sell, rent, loan, trade, or lease any personal information collected on its site, including forms or email lists.

Sea&Stuff Yacht Supply will not disclose the identities of customers unless it is legally required to do so and therefore we must obtain customers consent. If the company receives a request by a legal authority we will contact the user whose identity has been requested using the contact information the user has provided.

INTELLECTUAL PROPERTY

All content published on Sea&Stuff Yacht Supply Internet pages such as text, graphics, trade marks (logos), icons, pictures, audio and video content, digital content, software and other content here not mentioned but published on our web pages, are property of either Sea&Stuff Yacht Supply, our affiliate vendors or the provider of program packages (software) and are protected by local and international copyright and intellectual property laws and can not be used without the owner's permission.

Therefore it is prohibited the reproduction, copying and distribution of design, as well as the background on Sea&Stuff Yacht Supply Internet pages, including individual elements, design, logo and Sea&Stuff Yacht Supply brand without explicit written permission from Sea&Stuff Yacht Supply.

CHANGES

Sea&Stuff Yacht Supply reserves the right to change any of the rules and regulations, and is obligated to report any changes to its registered users using e-mail addresses submitted during registration. All changes will impact the use of our site. If you do not agree with any of the here mentioned terms of use, and you do not wish to accept them, please contact us by phone (+385 (0) 21 611 072) to voice your concerns and do not use our Internet shop in the meantime.

EXCLUSION OF LIABILITY

Sea&Stuff Yacht Supply does not guarantee that the content of our internet pages are suitable or available at certain locations, that is, we are not responsible for access to the mentioned internet pages in countries where its content is prohibited by law. Access to internet pages in question on such territories is considered the responsibility of the customer themselves who will have to answer to local authorities.

All information available on Sea&Stuff Yacht Supply internet pages are of purely informative character and should not be used for commercial purposes or be distributed to third parties. Individual product and services information on Sea&Stuff Yacht Supply internet pages are subject to certain limitations.

Information published on Sea&Stuff Yacht Supply internet pages are considered to be correct and reliable at the time of their input, however Sea&Stuff Yacht Supply does not guarantee that there are no errors nor misinterpretations of the content published on our internet pages. Sea&Stuff Yacht Supply does not guarantee, explicitly or by implication, including guarantees in terms of marketability, nor do we take responsibility for completeness or usefulness of any of the contents published on our internet pages. Information available on Sea&Stuff Yacht Supply internet pages should not be used as basis for making important personal, financial or business decisions, and the customer agrees that we can not be blamed if his expectations in regards to the same are not realized. Legal limitations permitting, Sea&Stuff Yacht Supply will not answer for any direct or indirect, accidental, material and non material damage, losses or expenses resulting from usage or the inability to use any of the information available on our internet pages.

Services offered by Sea&Stuff Yacht Supply Internet Shop do not include technical equipment and other external service expenses used for the purpose of accessing our web site. Sea&Stuff Yacht Supply is not responsible for phone or mobile or any other similar expenses.

The customer is using Sea&Stuff Yacht Supply's web site at their own risk. Sea&Stuff Yacht Supply does not guarantee, and is not responsible in any shape or form for any kind of direct and indirect damages the customer might suffer when using online services, computer programs (software), service providers and internet in general.

JURISDICTION OF THE COURT

Any disputes, all parties shall attempt to resolve amicably.

If the parties fail to resolve the dispute, they shall agree to be resolved by the Competent Court in Split.

To any or all matters that are not specified in the General Conditions, the legal regulations of the Republic of Croatia prevail.