

Terms & Conditions

Japan Fishing Terms and Conditions

1. Company details

The Internet Shop is run by XZOGA Ltd. with its registered office in Mezőkövesd.

a). Company register details:

XZOGA Ltd., 135. Pesti street, Pécel 2119, Hungary.
EU Tax No.: HU32090385

b). Office correspondence details:

XZOGA Ltd., 135. Pesti street, Pécel 2119, Hungary.

2. General terms and conditions

a). The order confirmation does not mean its 100% of completion. We reserve the right to a partial order completion for reasons beyond our control (e.g. lack of goods in the suppliers' warehouses). In case of any problems with the order completion, we will inform the buyer about that fact within 7 days.

b). Users may make their accounts available to third persons at their own risk.

c). In case of any changes in personal details included in the registration form, the user shall be obliged to update them.

d). Users may demand the removal of their personal details from the Fishing-Mart data base sending an e-mail to the following address:

zandertime.pest@gmail.com

e). Prices include VAT but exclude delivery costs and cost of customs.

3. Possible ordering methods, changes in orders

a). Ordering through japanfishing.eu internet shop (upon preliminary registration and logging in each time).

b). Ordering via e-mail

Such order requires the provision of the following details:

– product details: index (each individual sign), name, quantity and price

– details for shipment

– contact telephone required for the shipment

c). The minimum order value equals around 100.00 € (gross).

d). Changes in the order, making an additional order

Upon a retail customer's request delivered via e-mail we may make changes in the existing order no later than on the 1 day after its being made – if the order has not already been packed or sent.

Such changes may concern:

– adding a new product

Any and all changes require the specification of the product index.

e). How to order

Put the selected products in the basket with the "Add to Basket" button.

Stepping into the basket click on the "Update Basket" button to update the basket contents. If you want to buy more, navigate to the products and put them in the basket. If you do not want to buy more products, check the quantity you want to buy and click on the "Update Basket" button. If you want to empty the basket, click on "Empty Cart" button under the "Update Basket" button.

Then click the "Proceed to Checkout" button at the bottom of the page.

Log in or enter the required billing data, review your order and select a payment method.

Finally accept the "Terms & conditions" and reCAPTCHA with the checkbox and click the "PLACE ORDER" button at the bottom of the page.

Next, check all the details.

After placing the order you will receive a confirmation email which

contains:

- quantity of your order
- ordered products
- choice of delivery and payment method
- customer's details
- billing and shipping addresses

We can only ship the products after the payment has been completed!

4. Special offers, sales

Products in special prices are available only for registered and logged customers.

We do not guarantee 100% of realization for products with special price. The offer is valid while stocks last.

We may provide special offers in relation to our goods from time to time. At any time, we may terminate any special offer without advance notice.

5. Methods of payment

a). Available forms of payment:

- payment via credit card

Online bank card payments are executed via the Barion system. The merchant does not get and store bank card data. Barion Payment Inc., the provider of this service, is an institution under the authority of the Central Bank of Hungary, its license number is: H-EN-I-1064/2013.



– payment via Paypal

If you have problems with payment you can send money to our Paypal account: **zandertime.pest@gmail.com**. Please inform us about this payment at e-mail: **zandertime.pest@gmail.com**

– payment to the bank account

– in case the payment is not effected within 5 working days as of the ordering date, the order is automatically cancelled.

b). Buying products upon the advanced payment to the bank account, the transfer must be effected only after the e-mailed confirmation of the product availability in warehouses made by an authorised person!!!

The first confirmation sent automatically to your box shall only constitute the confirmation of the order acceptance. The confirmation proper is sent by an authorised person upon checking the product availability!!!

c). Refund for transactions paid by credit card, will be make to the card account.

6. Foreign shipment postage

We ship within the countries of the European Union only. We charge a fixed cost of gross **€35**. Outside European Union it depends on separate agreement and cost which is **€75** by default. The postage is added to the price of each order.

7. Presented products details

We'd like to inform you that the descriptions and photos of the products are created on the basis of catalogs, as well as other commercial information provided by distributors and manufacturers.

8. Shipment, delivery collection

a). The ordered goods shall be shipped to the buyer within 10 working days of the day of acceptance of the order.

Certainly, we will do our best to ensure the shortest delivery time possible.

The ordered products are packed after the money is booked on the designated Paypal or bank account.

b). The purchased goods will be delivered by a carrier at the expense of the Buyer.

c). Damage

If you receive any faulty goods, we may issue you a credit in the amount paid for the goods or send replacement goods at our discretion if you notify us within 7 days of the delivery date. We may ask you to provide proof of the damage, as a condition of refund or replacement. If you receive any goods or packages in a damaged condition at first the courier service should be asked for explanation.

d.) It is your responsibility to inform us promptly if an order does not arrive either by emailing **zandertime.pest@gmail.com** or calling **+36 30 9128505**. Once we learn an order has not arrived within a reasonable period we will lodge an enquiry with the courier and advise you of any issues that are discovered.

We are not liable for any loss or damage resulting from late delivery or non-delivery and late delivery does not entitle you to cancel your order. You have the option to have your item delivered with or without a signature of receipt. If you choose to have the item delivered without a signature of receipt you are responsible for any loss or damage after delivery.

e). If you choose to sign for your item you will generally need to be available between 8.00am and 4:00pm to receive the delivery. You have the option to choose a different delivery address than your billing address. For example you may want to use your work address for delivery if your employer's workplace policies allow this. If you do not answer when the courier tries to deliver your order, the courier

will generally leave a card. You must then contact the courier directly to arrange re-delivery. Without limitation, we are not liable for any loss or damage as a result of you failing to contact our courier within the time specified in any "article awaiting collection" notice left by the courier at the time of delivery.

f). During the collection of the package the Receiver shall check the external condition of the packaging (whether it is complete and intact). Should any damage to the package be claimed, the Client shall prepare a complaint report in the presence of the shipping company courier, not collect the package and contact our shop service immediately.

9. Guarantees

a). In case a defect of the purchased product has been detected, please contact us in order to agree upon the further procedure. Any and all complaints shall be considered individually.

b). The guarantee shall cover only manufacturing defects or hidden defects of the purchased product detected in the process of use as directed.

Any and all defects caused by the user (i.e. a mechanical damage, individual repair, use not as directed) shall not constitute the grounds to acknowledge the complaint.

c). The guarantee covers only products purchased in our shop and lasts one year.

10. Complaint procedure

a). Please contact us under the following e-mail address:

zandertime.pest@gmail.com, in the e-mail please detail:

– Attach a note with the description of the damage (describe the problem with your own words).

- Send the goods at your own cost (we do not accept cash on delivery shipments) to the address: XZOGA Ltd., 135. Pesti street, Pécel 2119, Hungary.
- We're sending the goods to the manufacturer, and after receiving the goods in question from the guarantor we're sending them back to you at our cost, as well as refunding the cost of sending the goods to the store with the exception of the additional costs resulting from your choice of delivery method other than the least expensive delivery offered by us.

*In case of absence of the invoice it may be impossible to successfully complain about the goods.

b). We do not accept parcels complained about sent at our expense!!!

c). The store will express its standpoint toward the buyer's claims within 14 days from receiving those claims.

After checking the goods which are being complained about and drawing up a complaint protocol, they will be immediately send to the guarantor.

In case of a complaint regarding the amount of the ordered goods or service, the User is obliged to indicate the questioned item, the amount of money and the number of the order in question.

A lodged complaint will be looked into on the particular conditions of consumer sales and on the change to the Civil code.

Should you have any questions concerning complaints, please e-mail us to: zandertime.pest@gmail.com

11. Errors

From time to time there may be errors on our website such as wrong pricing, wrong descriptions and offers for products that are not available or are no longer available.

12. Availability

All goods are offered for sale subject to available stock. If an item is out of stock, we may contact you to offer a substitute.

13. Contacting us

You can contact us using any of the following methods:

- By calling **+36 30 9128505** between 9am – 5pm from Monday to Friday, excluding public holidays;
- By emailing us at **zandertime.pest@gmail.com**
- By mail addressed to XZOGA Ltd., 135. Pesti street, Pécel 2119, Hungary

14. Excusing events

You acknowledge and agree that we are excused from performing our supply and other obligations and will not be responsible for any delays where and so long as we are prevented from performing our obligations under these Terms by events or causes beyond our reasonable control. We will endeavour to notify you of any delay and its expected duration. If we are prevented from performing our obligations for longer than a reasonable time, we may elect to cancel your order and issue you a credit in the amount paid for the order without further liability to you.

15. Entire Agreement

These Terms (including any terms or policies incorporated by reference) set out the entire agreement between you and us concerning its subject matter and supersedes all prior communications.