

## Terms and Conditions

The following legal document is the Terms and Conditions (also Terms of Service) of:

Forma Glass LTD  
as represented by "Forma Essence" online store.

With main office location:  
Ami Bue str. 51,  
1612 Sofia, BG  
VAT BG204320423

Tel.: +359/0700.900.30  
Email: office@formaessence.com

### 1. General information

**1.1 Forma Glass Ltd.** (hereinafter referred to as "Forma Essence", "We", "Our", "Us") offers bathroom, kitchen and home furnishings and fixtures, home decor accessories, home appliances and smart home technology through its online shop under the domain [www.formaessence.com](http://www.formaessence.com) (hereinafter referred to as the "online store"); With the exception of display articles and as specifically stated, the goods are all new.

**1.2** These Terms and Conditions (hereinafter referred to as "Terms") apply for the entire business relationship between "Forma Essence" and the customer.

**1.3** Customers (hereinafter referred to as "Customer", "You", "Your") are consumers as natural persons, as well as businesses as legal entities.

**2.** You can save this contract text or print it by using the download and print icons at the upper right part of this page, right before the beginning of this document. You can also use the function in your browser, usually found under "File" and then in the dropdown menu, "Save As".

### **3. Products and Purchasing**

3.1 The products and services listed within the online store do not represent binding offers by "Forma Essence". On the contrary, the offers represent requests to the customer to submit a binding offer to "Forma Essence".

3.2 Pictures of products as well as drawings or illustrations are only to be understood as approximate product representations. The information and technical details in product descriptions on product pages are authoritative for the product characteristics.

**3.3** The products listed within the online store can be physically stored in either warehouses owned by Forma Glass Ltd. or in third-party partner warehouses and dispatched from locations within EU or other locations worldwide accordingly.

**3.4** With placing an order the customer submits their contract offer for the given products. "Forma Essence" shall confirm receipt of this order by email. Confirmation of received orders is automatic and does not yet represent a binding agreement.

**3.5** "Forma Essence" is entitled to accept the contract offer of the customer within three to seven working days of receipt of said offer, by which product availability is confirmed and order processing for dispatch is stated with subsequent email confirmations that confirm invoice details and provide shipping information.

**3.6** "Forma Essence" reserves the right to release itself from its obligation to fulfill the contract in the event that "Forma Essence" should not be supplied correctly or properly by outside suppliers or if "Forma Essence" has determined that the order placed is of fraudulent nature. "Forma Essence" shall inform the customer without delay in the event of withdrawal and all associated payments shall be refunded to the customer.

### **4. VAT and Taxes**

4.1 All products offered on the online store include selling taxes calculated based on "Forma Essence" business registration rate of 20%.

**4.2** "Forma Essence" provides registered businesses in the EU the ability to register as a business account on formaessence.com by entering Company name and VAT number upon registration. Thus, all added VAT to products in the online store will be deducted from product prices.

## **5. Prices and Payments**

**5.1** The prices listed within the online shop are final prices. Accordingly, they include all price components, excluding shipping costs and including selling taxes. Please, refer to section 4 of these Terms.

**5.2** Payable delivery and shipping costs are not included in the advertised product price. Delivery expenses are separate from the price of products/goods and are calculated based on service type, weight and destination.

**5.3** Additional customs costs may be incurred for orders upon delivery to countries outside of the EU and/or for orders with high total value. Any and all additional customs taxes are the sole responsibility of the customer.

**5.4** Unless otherwise agreed, the customer can choose from among the payment methods designated in the online shop, including payment by bank transfer, credit/debit card. All payments made on the online store are strictly PCI compliant and are processed by the authorized payment processors we work with, as chosen by the customer from the available payment options at checkout.

**5.5** "Forma Essence" cannot and does not guarantee PCI compliance for payments made with digital currencies using digital wallets and coin exchanges.

## **6. Shipping and Returns**

### **6.1 Shipping**

**6.1.1** "Forma Essence" online store delivers to countries designated as countries of

delivery in the 'Country' dropdown menu at checkout. We are also able to arrange shipping to countries and locations that are not expressly set in the Country dropdown menu on case-by-case basis, please contact us with inquiries.

6.1.2 Shipping and Delivery is the charge for order processing, item picking, packaging, transport and handling. We don't guarantee delivery times, but we do our best to provide accurate estimates based on average times pledged by the carriers we use.

6.1.3 Shipping and delivery delays may occur during large sale events in the online store and/or during peak holiday seasons, as well as due to external circumstances such as severe weather.

6.1.4 Deliveries occur only on weekdays. Shipping and Delivery charges are based on product / order total weight and destination and are calculated at checkout. To check shipping and delivery charges for you, please add product(s) to the shopping cart and select "View and edit cart" then "Estimate shipping and tax" or select "Proceed to checkout" and then select delivery destination from the Country dropdown menu, you will then see your calculated shipping and delivery charges.

6.1.5 The goods shall be dispatched within three to seven working days after receipt of the completed order placement with purchase price plus shipping costs paid by the customer and received by "Forma Essence".

**6.1.6 Depending on product type, weight, volume and/or quantity, orders may be shipped in several packages in close chronological order. In such cases, there will be no additional delivery fees to the customer outside of the order total the customer paid at checkout.**

**6.1.7** The customer assures s/he has provided the correct and complete delivery address with the order. If additional shipment costs should be incurred due to incorrect delivery address, for example if the shipment costs are incurred once more, these costs must be paid by the customer.

6.1.8 In the event of damage in transit, the customer shall support "Forma Essence" with all required information, if claims are to be made against the transportation

company or transportation insurance company concerned.

6.1.9 If the (partial) loss or damage is not externally apparent, the customer must inform "Forma Essence" of this within five days of delivery or the transportation company within seven days of delivery, in order to ensure that any claims against the transportation company are made in a timely manner.

## **6.2 Returns**

6.2.1 Returns for products bought from the online store can be initiated within 14 days from the day of receiving your order. Returned products should include the vendor packaging and tags and be in the same condition as when it was received. A pickup and/or restock fee may apply. Products must be unused and not installed and then uninstalled. Used products cannot be returned unless defective.

6.2.2 The products must be returned to the address of the warehouse they were originally shipped from. Return address is generally the same as the original sender address, unless agreed and/or specified otherwise upon receiving your return request.

**6.2.3 Return requests must be forwarded along with relevant order information to "Forma Essence" customer support via the Customer Contact Form prior to initiating product returns, then follow the provided instructions.**

6.2.4 Unless the reason for return is due to defective product, return shipping charges are the sole responsibility of the customer.

6.2.5 Refund or exchange is at the choice of the customer, if exchange is not possible due to product being out of stock or another viable reason, refund will be given. "Forma Essence" reserves the right to initiate all associated refunds for a given return request after receipt of the returned goods. Please, also refer to next section 6 of these Terms.

## 7. Right of withdrawal

- 7.1 You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day you have received the ordered goods/products.
- 7.2 The withdrawal period begins only from the day on which you acquire, or a third party other than the carrier, as indicated by you, acquires, physical possession of the products or of the last lot or piece, if order is sent in more than one package.
- 7.3 To exercise the right of withdrawal, you must inform us at any time during the 14-day period. To meet the withdrawal deadline, it is sufficient for you to send us your communication, as described in section 5.2.3 of these Terms, concerning your exercise of the right of withdrawal before the withdrawal period has expired.
- 7.4 If you withdraw from this contract, we shall reimburse you all payments received from you accordingly, excluding the costs of delivery (with the exception for products damaged during transit or defective products, in which case "Forma Essence" shall refund you the original shipping costs)
- 7.5 We will carry out all refunds using the same means of payment as you used for the initial transaction, unless expressly agreed otherwise.
- 7.6 We reserve the right to withhold reimbursement until we have received the goods back and check their state and condition.
- 7.7 You will have to bear the direct cost of returning the goods. Goods are generally returned by post or by private carriers whose services we originally used for delivery of your order or other private carriers that you choose to contract.
- 7.8 Arranging return of goods is generally the responsibility of the customer, unless we are able to give you an offer for arranging pick-up by carrier for you. You should contact us in advance prior to initiating returns, so that we can discuss the best option for you.
- 7.9 Returns are not possible for products that are not pre-made and the production of which was customized by individual choice by the customer and/or products that are made tailored to the personal needs of the customer.

## **8. Warranty**

8.1 "Forma Essence" will include all manufacturer-issued Warranty documents with the goods, where applicable/available. Manufacturer-issued Warranty documents are legal documents and their terms are applicable globally.

8.2 It's a good advice to keep your invoice, issued by "Forma Essence" online store, so to provide it along with your Warranty, should a product defect requires it, to the nearest authorized brand service in your country.

8.3 All product warranties are issued by the respective product manufacturers. "Forma Essence" does not issue warranties for products that we offer.

8.4 The products offered in "Forma Essence" online store, that require installation, should be installed only by suitably qualified companies/persons, who have knowledge of the proper procedures that need to be followed for correct installation.

8.5 If the products are not installed and/or used correctly, no claims can be accepted from any (manufacturer's) guarantee. No liability or warranty can be accepted for damage or defects resulting from incorrect installation and/or incorrect use of the products.

## **9. Notes on the Battery Act**

9.1 Since normal and rechargeable batteries may be included in the shipments, "Forma Essence" is obliged, in accordance with the Battery Act (BattG), to inform customers of the following: Normal and rechargeable batteries must not be disposed of in normal household waste. Customers are required by law to return used normal and rechargeable batteries. Old batteries may contain hazardous substances which may cause damage to the environment or to health if not stored or disposed of properly.

9.2 The sign with the crossed-out waste bin indicates that batteries must not be disposed of in household waste. Under this sign the additional symbols listed below can be found, with the following meanings:

Pb: battery contains lead,

Cd: battery contains cadmium,

Hg: battery contains mercury.

## **10. Information according to the Consumer Dispute Resolution Act (applicable within EU only)**

10.1 Forma Essence does not take part in dispute settlement proceedings before a consumer arbitration board. Forma Essence is not obligated to do so either.

10.2 You can read more on the procedures for resolving consumer complaints via the CDRA framework at the following link: [https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint\\_en](https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint_en)

## **11. Final provisions**

**11.1** The relations between the parties to the contract are governed by the laws applicable in Bulgaria and, where applicable, to EU laws. For customers who conclude contracts concerning the delivery of movables for a purpose that cannot be assigned to the professional or commercial activity of the consumer, this choice of legal system only applies to the extent that the protection granted is not withdrawn by mandatory provisions of the laws of the state in which the consumer has his/her normal place of residence.

**11.2** The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby excluded.

**11.3** If the customer is a legal entity under public law or a separate estate under public law, the place of fulfillment and jurisdiction for all disputes arising from this contractual relationship is the registered business location of "Forma Essence".