

**AGREEMENT
ON SALE OF ITEMS VIA ONLINE STORE OF
DOO "VOLI TRADE" PODGORICA**

A. INTRODUCTORY PROVISIONS

1. This document (hereinafter referred to as the: "**Agreement**") contains terms and conditions applicable to the sale of items through online store at the address <https://www.voli.me> (hereinafter referred to as the: "**Online store**"), and is executed in electronic form, in accordance with the laws of Montenegro (hereinafter referred to as the: "**Applicable laws**").
2. Agreement regulates relation between individual user of services of the Online store (hereinafter referred to as the: "**Buyer**") and "Voli Trade" Podgorica, limited liability company for trade and services, export - import, with registered seat at Josipa Broza bb, Podgorica 810000, Montenegro, registration number with Central registry of business entities 5-0083264, TIN 02227312 (hereinafter referred to as the: "**Seller**").
3. Online store enables interactive service of e-commerce. The Service consists of providing information, sale of goods and providing services of the Seller and managing the contents created by the Buyer. In terms of the provisions of this Agreement, the word "items" means goods and services offered by the Seller for sale in the territory of Montenegro within the business activities for which it is registered.

B. USER ACCOUNT

4. The obligatory relationship between the Seller and the Buyer (hereinafter individually referred to as the "**Contracting Party**", collectively as the "**Contracting Parties**") is based on the opening of a user account on the pages of the Buyer's Online store. (hereinafter referred to as the: "**User account**").
5. The Seller shall enable the Buyer to access the user account, change the data and delete the account at any time, with all the entered data. On the other hand, the Seller has the discretion to suspend the Buyer's user account at any time, with or without prior notice.
6. The right to use the Online store is a personal right of the Buyer which is not transferable to other natural and / or legal persons. The customer undertakes not to create fraudulent or deceptive user accounts.
7. The Seller does not provide the services of the Online store to persons under 18 (eighteen) years of age. The seller does not collect information from any person under the age of 18 (eighteen). The online store will refuse to register a user account for a person under the age of 18 (eighteen). If the Buyer is a parent or guardian who is aware that his child has submitted his personal data, the Buyer is obliged to contact the Seller and request the removal of the submitted data from the Seller's server.
8. When purchasing items in the Online store, the buyer can pay for the items only with those debit or credit payment cards listed on the pages of the online store: Visa, Maestro, Mastercard and American Express. When creating a user account, the Customer will not be allowed to enter a payment card user name that is different from the Buyer's name.
9. When opening a user account in the Online store, the Buyer is obliged to enter in the appropriate form: name and surname; email address; username (at the choice of the Buyer); password (at the choice of the Buyer); mobile phone number registered to the Buyer; address for delivery of items on the territory of Montenegro; data related to the Buyer's payment card; data related to the Buyer's loyalty card (if the Buyer owns it). After the Online store opens the user account, the Buyer will receive an automatically generated message on the registered e-mail address on opening the user account, after which he will be obliged to confirm the receipt of the message by activating the submitted link (the process is automated). If the Customer does not receive a confirmation within 5 (five) minutes, he is obliged to check whether his e-mail box is full, or whether the message is located in the Junk / Spam folder.
10. The data provided by the Buyer in his user account is the only data that the Seller is obliged to take into account when processing the Buyer's order through the Internet store. The customer is responsible for the correctness of the entered data. Data entry fields enable validation, i.e. data entry will not be possible if the data formatting rules are not followed (for example, it is not allowed to enter a card number containing more than 16 numbers, a mobile phone number that does not have a specified format, etc.).
11. If the data entered by the Buyer when opening the account changes, the Buyer will be obliged to update the data in his user account. If for any reason the Buyer is not able to access the user account, or to update the user account, the Buyer is obliged to update the data via e-mail voli.me@voli.me or by calling the call centre number 19995.

12. The Seller is authorized to periodically submit information on sales promotions, items and the like to the Buyer's e-mail address. The Seller is obliged to create messages in such a way that the messages contain a link through which the Buyer has the opportunity to unsubscribe from the service, i.e. to disable the receipt of future messages with advertising content.

C. E-COMMERCE

13. The working hours of the Online store are from 00:00 to 24:00. Terms for pick-up and / or delivery are from 9 am to 9 pm.
14. This Agreement is entered into between the Seller and the Buyer (hereinafter individually referred to as the "**Contracting Party**", collectively as the "**Contracting Parties**") when making any sale of items through the Online store. The contract is considered concluded if the following cumulative conditions are met:
- a. The Buyer has ordered items through his user account.
 - b. The Buyer has confirmed that he agrees with this Agreement, by activating the appropriate link before ordering the item.
 - c. The Buyer made the payment for the ordered items and received an invoice via e-mail confirming the place and date of delivery.
15. In terms of the provisions of this Agreement, ordering and selling items is done only and exclusively through the Online store (it is not allowed to order items by calling the call centre number 19995).
16. Shopping through the online store is only possible in quantities suitable for the household. If the ordered quantity is higher than the appropriate one, the Online store will automatically warn the Buyer about exceeding the allowed quantities, i.e. about the maximum allowed quantity.
17. The pictures of the items on the pages of the Online store are illustrative, and do not have to fully correspond to their actual appearance. The Seller guarantees that the items sold through the Online store are identical in their physical-chemical, biological, mechanical and other quantitative and qualitative characteristics to the items sold at other points of sale of the Seller. However, item information may not be complete. Data indicating nutritional value, raw material composition, allergens, etc. may vary from case to case. The Buyer is obliged to read the declaration carefully before using the item.
18. All prices in the Online store are expressed in Euro currency, with value added tax included, at the rate valid at the time of the payment transaction. Items are delivered at prices valid on the day of ordering, regardless of the selected delivery date.
19. The Seller reserves the right to change the price of an item, without prior notice. Items displayed in the Online store are part of the regular assortment of the Seller, but this does not mean that all items are available at any time, i.e. that they are in the Seller's warehouse. The data related to the item must state whether a particular item is available at the moment in which the electronic commerce is performed.
20. The price of items in the basket is the estimated price on the day of delivery to the customer. The Seller reserves the right to make a reservation (pre-authorization) of the funds on the Buyer's payment card in order to cover the entire cost that deviates from the original invoice. Former may be the case with weighted items in the Buyer's basket, for which reason the final invoice may differ from the approximate price shown on the order. This practice is applied to weighted items such as delicacies, fruits or vegetables and the like, or items that are charged by weight, not by piece. Example: the price shown for a particular item is shown for 1 kg. If the Buyer decides to order 600 g, the Online Store will make it possible. However, during weighing, it is possible that the weight will be 590 g, so the Seller will deliver to the Buyer an item that deviates from the weight selected, which means that the price shown when ordering will deviate from the final price. Deviations can be minimal, which means that in relation to the ordered quantity, the Buyer can receive more or less, whereby the price will be calculated according to the exact weight that was delivered. Funds from the Buyer's payment card will be reserved in a slightly larger amount, but precisely charged after weighing. If a larger amount is reserved from the payment card, the money will be refunded immediately and available on the Buyer's account. The seller disposes of, stores and delivers its items according to the highest standards. If the Buyer buys items from the "frozen" range, specially marked items with the "snowflake" pictogram, the Seller recommends that the Buyer also buys a suitable thermal bag that maintains the temperature of the frozen products. In this way, it is guaranteed that the delivered items will be of the best quality, i.e. that they will be delivered in the condition in which they were in the sales facility.
21. All orders and realized purchases of the Buyer will be recorded in the analytics of the user account and by delivering an e-mail to the address registered by the Buyer when opening the user account.

22. Items ordered by the Buyer are recorded in the "basket", which is graphically presented on the website of the Online store. By clicking on the "add" icon, the selected item is added to the cart. By activating the basket link, the Buyer gets the opportunity to change the purchase order before making the payment.
23. The order of actions when executing e-commerce is as follows:
- a. The Buyer logs in to his user account on the website of the Online store.
 - b. The Buyer accepts this Agreement.
 - c. On the website of the Online store, the Buyer selects the item he wants to buy. Ordered items are graphically displayed in the basket.
 - d. When the Buyer selects all the items he wants to buy, the purchase order is concluded by activating the appropriate link, after which a secure (encrypted) connection is activated through which the Buyer can make the payment. The purchase order can be changed by returning to the page containing the items in the basket.
 - e. In the process of making a payment, the Buyer is offered the option to enter the code of the voucher, special coupon, discount stamp and other instruments on the basis of which the Buyer receives a discount or other benefit during the purchase.
 - f. After the Buyer enters the necessary payment details, thus legally signing the payment order with an electronic signature, the payment transaction is executed, about which the Buyer receives an e-mail to the address he registered when opening the user account (as a rule, the Buyer will receive immediately appropriate notification to his mobile phone, as proof that the commercial bank has debited the card for the amount paid).
 - g. The e-mail message that the Seller delivers to the Buyer represents the invoice for the sold items and contains all the formal elements that correspond to the content of the fiscal invoice that the Seller issues in its sales facilities.
 - h. The e-mail message contains a link that contains this Agreement, with information about the Seller, Buyer and trade transaction.
 - i. The e-mail message contains information on the two-hour interval during which the Buyer can expect the delivery of paid items.
 - j. The ordered items are delivered to the Buyer at the specified address in the agreed interval, which will be verified by the electronic signature of the Buyer on the courier's device (this also confirms the receipt of the ordered items).
 - k. The Buyer has the right to complain about the purchased items under the terms of this Agreement.
24. The Seller may suspend trade through the Online shop, without prior notice. Items which have been ordered and paid for by the Buyer, as verified by receiving an e-mail about the payment transaction (issued invoice), the Seller is obliged to deliver to the Buyer within the agreed time and to the address specified in the electronic invoice delivered to the Buyer by e-mail.
25. If the Buyer chooses to pay for the ordered items in cash upon delivery, the Buyer is obliged to select such an option before making the payment. In this case, the payment card (identified by the Customer when opening the user account) will be pre-authorized for the value of the trade. After the Buyer pays for the items in cash, which will be verified by the electronic signature of the Buyer on the courier's device (which also confirms the receipt of the ordered items), the pre-authorization of the payment card will be withdrawn (cancelled).
26. The Seller is obliged to deliver the ordered and paid items to the address of the Buyer specified in the invoice. Any changes to the delivery address are only possible if the Seller's logistics service has the ability to adapt to the change during the delivery process.
27. The Seller will try to localize its services, which will provide the shortest delivery times for the ordered items. For orders for which the service "Delivery to the address" is selected, the cost of delivery is a fixed amount and does not depend on the amount of the order or its weight. The cost of delivery is included in the price, it is transparently displayed before the final confirmation of payment (the amount of this cost depends on the current price list of the delivery service defined by the Seller). For orders for which the service "Pick up location" has been selected, the "Pick up location" service is free of charge, and the availability is also defined by the Seller in accordance with the available two-hour terms stated on the website of the Online store.
28. If the Buyer picks up the items upon arrival at the Seller's location, the pick-up is done in such a way that the Seller's automated IT service will deliver an SMS message to the Buyer to the mobile phone number registered by the Buyer when opening the user account. The message will provide a numeric code or QR code to open the cabinet containing the purchased items. The date and time of opening the cabinet will be registered in the online store as the date and time of collection of the ordered items.

D. DATA PROCESSING AND SECURITY

29. The Seller shall process information which the Buyer made available through user account in accordance with the Applicable laws.
30. When using the services of the Online store, in addition to data related to the Buyer's user account, the Seller may collect and process certain IT data, which are used to positively identify the Buyer and improve services, such as information on how the Online store is accessed, from which IP address, what type and version of the Internet browser was used, date and time of access, time spent by the Buyer on the pages of the Online store and other diagnostic data.
31. The Seller uses the collected data for different purposes: to ensure the smooth operation of the Online store; to inform the Buyer about his activities in the Online store; to enable the Buyer to participate in the interactive aspect of the Online store, if the Buyer chooses to do so; to provide support to the Buyer; to perform an analysis of important information, in order to improve the quality of services provided through the Online store; to monitor the execution of services provided through the Online store; to detect, warn or eliminate technical problems.
32. The Seller uses so-called cookies and similar technologies in order to be able to monitor the activities of the Buyer on the pages of the Online store and obtain certain information in this regard. Cookies are files that contain small amounts of data, which includes an anonymous identifier. The Online store forwards cookies to the Buyer's Internet browser, after which this data is recorded on the Buyer's device (computer, smartphone, tablet, etc.). The Buyer can set the internet browser to refuse to accept all cookies or to indicate when cookies have been forwarded. However, if the Buyer does not enable the receipt of cookies, he will not be able to use certain parts of the Online store, i.e. the use will require unnecessary repetition of steps or re-entry of previously entered data. As a rule, the Seller uses the following cookies: for the session, which identifies access to the Online store; for settings, which allow the Internet browser to remember the settings and selected options; for security, which are used to improve aspects of Online store security.
33. Information collected by the Seller in the manner previously described, which includes personal information about the Buyer, may be transferred to computers located outside Montenegro (for example, data transmitted and processed during the processing of payment transactions made using payment cards). If the Buyer is located outside of Montenegro, the submitted information will be transmitted and then processed in Montenegro.
34. By concluding the Agreement, the Buyer gives irrevocable and unreserved consent to the previously announced principles of processing personal and other data by the Seller. Seller shall take reasonable steps to ensure that Buyer's personal and other information is treated in a manner that guarantees its security, and that Buyer's personal information is not transferred to an organization or state that is unable to provide adequate controls on information and personal data security.
35. The security of the Buyer's data is of great importance to the Seller. However, the Buyer must keep in mind that no method of data transmission over the Internet, i.e. the method of data storage, is absolutely secure. The Seller strives to protect data using commercially acceptable mechanisms, but cannot guarantee their absolute security. The communication between the Buyer's device and the Online store is encrypted, which is determined from (as a rule) the green lock that is visible in the address line of the Internet browser, before the address of the Online store. Former implies that the Online store is provided with an SSL certificate, which is a code that enables secure internet communication between the Contracting Parties. When the Internet browser makes contact with the Online store, the SSL certificate enables an encrypted (secure) connection. Each SSL certificate contains identification data, which are registered in the process of issuing and extending the validity of the certificate (the certificate is addressed to the Seller).
36. The Seller hires third parties, with expert knowledge in the field of security of IT services. Such third parties have legally permitted access to the Buyer's personal data to the extent necessary to perform the tasks assigned to them by the Seller, and are obliged to ensure that the confidentiality of the data is protected, i.e. that the data is not used for unauthorized purposes. The Seller is legally liable for errors and / or abuses of third parties in connection with the former. Furthermore, the Seller may use the services of third parties to perform a statistical analysis of the operation of the Online store, subject to the aforementioned limitations and responsibilities.
37. The Seller reserves the right to highlight links to Internet sites that he does not manage on the pages of the Online store. If the Buyer activates the link to the third party's internet address, he will be redirected to the third party's site. The Buyer is obliged to review the privacy policy of the third party site he is visiting. For the purposes of the foregoing, Seller has no control over such content and assumes no responsibility for third party content and privacy policy.
38. The Buyer shall access the contents of the Online store in compliance with the standards of information security prescribed by the Applicable laws and this Agreement. The use of malicious software or technologically harmful material is prohibited. The Buyer is obliged to prevent third parties from accessing the user account. In this regard, unauthorized

access to the Buyer's authentication pages when accessing the Online store, the server on which the Online store is located or any server, computer or database associated with the Seller is prohibited.

39. The Buyer agrees that the Seller is authorised to amend or remove any information published on the pages of the Online store, at his own convenience and with no prior notification, which includes the possibility that the Buyer is denied access to any information or his user account. The Buyer agrees that: information presented through internet pages of the Seller represent part of the integrated IT software of the Seller (hereinafter referred to as: "IS"); that the IS may be accessed only by the authorised users; that the Seller is authorised to protect its IT resources and prevent unauthorised usage of the IS; that by using the IS or any device connected to the IS the Buyer agrees to the following conditions: I) the Seller has right to inspect the communication from IS for the reasons that are not limited to testing the weaknesses of the IS or monitoring the network and user activities; II) at any moment, the Seller is authorised to confiscate the data stored on the IS; III) communication of information stored on the IS are not private and are subject to the regular inspection, through which it may be published and/or used by the Seller for the legally prescribed purposes; IV) IS is subject to the security checks of the users through controlled access measures, that are designed with the aim to protect the IT interests of the Seller. Breach of any of the security measures shall represent a criminal act that is to be legally processed in the suitable manner.
40. In the event of non-compliance with the above defined restrictions and prohibitions, the Seller shall, with no prior notification, suspend the Buyer's user account and shall not bear any responsibility for the damage caused by the prohibited actions of the Buyer and/or third person to whom the Buyer has enabled the use of his user account.

E. TERMINATION OF THE AGREEMENT, COMPLAINTS

41. The Agreement remains legally binding until the date the Contractor terminates it by written statement (through the electronic mail message).
42. The Buyer has a right to terminate the Agreement within 14 (fourteen) days without stating the reason. The withdrawal deadline shall occur 14 (fourteen) days after the day the Buyer has physically received the items (in the event that multiple items from a single order are delivered separately), i.e. 14 (fourteen) days after the day the Buyer or third party has received the last item ordered.
43. The Buyer is obliged to notify the Seller about his intent to terminate the Agreement by: filling out and sending the form for the unilateral termination available on the pages of the Online store; by email on the following address: voli.me@voli.me; by calling the call centre 19995. The burden of proof that the right to unilateral termination of the agreement is exercised falls on the Buyer.
44. The provisions of the Agreement whose application causes consequences of a permanent character shall remain in force after the termination of the Agreement.
45. The legal consequence of termination of the Agreement is the obligation of the Seller to return to the Buyer the amount paid for the delivered items, and the obligation of the Buyer to return to the Seller the delivered items, in accordance with the provisions of this Agreement and Positive regulations.
46. Online store contains detailed information about all items. Nevertheless, in the event that the Buyer notices a defect in his order after the completion of the payment process, he is obliged to report such defect within 14 (fourteen) days, by entering information on the relevant pages on the Online store or by calling the call centre 19995.
47. The Buyer has a right to complaints – objection, return or replacement of the items in all events prescribed by the Positive regulations. In the event that the Buyer is not content with the provided service or delivered items, the Buyer has a right to complaint, return or replacement of the items, in the event that the Seller has delivered the items: that have not been ordered (wrong item); whose expiration date has expired; with defects or damages that have not been caused in transport.
48. In order for the Seller to be able to inspect the order on which the Buyer has filed a complaint in a timely manner, the Buyer is obliged to state the order number, account number, as well as to point out what exactly the complaint is relation to. For example, the Buyer may take a photo of the item damages (in the event that the complaint may be visually presented), to point out the number and its expiration date ("Use by", "Best used by"). After the Seller has received the complaint, he shall deliver to the Buyer, by email, the confirmation of the receipt, after which he shall respond to the complaint within 15 (fifteen) days, in accordance with the Consumer Protection Law. In the event that the Buyer takes the above described steps, the Seller is obliged to: replace the wrongly delivered items with the correct ones, with either

additional payment or return of the surplus payment; return the received funds to the Buyer and take over the unwanted items, at his own cost.

49. After the inspection of the item, the Seller is obliged to notify the Buyer if he has the right for refund of the paid amount. All notifications in relation to the complaints process shall be delivered to the Buyer by email, to the address registered at the time of the opening of the user account, or by sending SMS to the mobile phone number of the Buyer registered at the time of the opening of the user account on the Online store.
50. The delivery costs shall be refunded after the Agreement termination right has been exercised, in accordance with the provisions of this Agreement and Positive regulations, after all relevant items have been returned to the Seller.
51. In the event that the Buyer terminates the Agreement, the Seller is obliged to refund to the Buyer all amounts received by him, including the delivery costs (with the exception of the additional costs incurred by the choice of the delivery method other than standard delivery), within 14 (fourteen) days after the date of the Agreement termination.
52. Refund to the Buyer is to be realised exclusively by electronic payment transaction, in the manner that the Buyer does not bear the refund transaction costs.
53. The Seller has right to suspend the refund process until he has received the items that have been subject to complaint, or evidence that such items are dispatched to the Seller. The Buyer has right to terminate the Agreement exclusively in relation to the items that are returned in the same condition in which they have been received. The Buyer is obliged to take care of the items while they are in his possession (ownership), to return them in their original package, with all potentially attached instructions and other documents. The Seller is not obliged to complete the refund in the event that the item has been used after the opening, in the event that the items are not in the same condition in which they have been delivered, or in the event that they have been damaged.
54. The Buyer is obliged to return the items together with the receipt received at the time of the delivery.
55. The items shall be returned to the address Super Voli, Cetinjski put bb, within 14 (fourteen) days after the date of the Agreement termination.
56. In the event that the Buyer does not deliver the items in person, he is obliged to bear the direct costs of their return. In any event, the Buyer may choose the option to return the subject items to the person the Seller is to dispatch to the Buyer's address.
57. The Buyer is responsible for every decrease in value incurred while handling the delivered items, with the exception of the decrease in value necessary for the determination of the nature, characteristics and functionality of the items.
58. The Buyer does not have a right to terminate the Agreement in the following events:
 - a) The Agreement has been entirely executed, and such execution has been commenced with the prior explicit consent of the Buyer and with his confirmation that he is aware that the right to unilateral termination of the Agreement will be lost.
 - b) Subject of the Agreement are items whose price depends on the changes in the financial market that are under no Seller's control, and that may occur during the period the Buyer has a right to unilateral termination of the Agreement.
 - c) Subject of the Agreement are items that are produced in accordance with the Buyer's specifications, or that have been adapted for the Buyer.
 - d) Subject of the Agreement are items that are susceptible to spoiling, or that are close to expiration deadline.
 - e) Subject of the Agreement are sealed items, that are not suitable for returns for health and/or hygienic reasons, in the event they have been unsealed after the delivery.
 - f) Subject of the Agreement are items that, due to their nature, have been in link with other substances or items with no possibility of separation.
 - g) Subject of the Agreement is the delivery of the alcoholic beverages, whose price has been agreed on at the moment of the conclusion of the Agreement, and whose delivery may occur after 30 (thirty) days, if the price of such items depends on the market fluctuations that are out of the Seller's control.
 - h) The Buyer has specifically requested to visit the Seller in order for the urgent repair or maintenance to be conducted, unless in the event that, during such visit, in addition to the services specifically requested by the

Buyer, Seller has provided other services, or delivered other items that are not required for conducting such urgent repair or maintenance services.

- i) Subject of the Agreement is delivery of the sealed audio or video recordings, or computer programmes, that have been unsealed after the delivery.
- j) Subject of the Agreement is delivery of daily newspapers, periodical journal or magazine, excluding subscription agreements for such publications.
- k) The Agreement has been concluded through public bidding.
- l) Subject of the Agreement is the provision of accommodation not intended for residence, transport of goods, vehicle rental services, food/beverage delivery services, or services in relation to leisure activities, if it has been agreed that the service is to be provided on a specific date or within the specific time frame.
- m) Subject of the Agreement is delivery of the digital content that has not been delivered in a permanent form, if the execution has been commenced with the prior explicit consent of the Buyer and with his confirmation that he is aware that by consenting the right to unilateral termination of the Agreement will be lost.

F. LIMITATION OF LIABILITIES FOR DAMAGES

59. Unless otherwise specifically defined in this Agreement, the liability of the Seller in relation to any sold or delivered item shall be limited exclusively to the purchase price and delivery of the item.
60. Liability of the Seller shall not be limited in the events in which it would – in accordance with the Positive regulations – be unlawful or prohibited to exclude, limit or attempt to exclude or limit material liability of the Seller.

G. INTELLECTUAL PROPERTY

61. The Buyer is authorised to use information available through the Online store in the scope necessary to realise the subject matter of the Agreement (sale of the items through the Online store).
62. The Buyer agrees that the Seller shall remain the sole owner of the published contents and that the scope of the right encompasses all other rights that might arise from the bases of design, preliminary design and other related rights protected by the laws that regulate the matter of the intellectual property, either locally or internationally. The Seller authorises the Buyer to review the contents of the Online store (while previously excluding the right to commercial use of the contents by the Buyer).
63. The contents of the pages of the Online store shall not be sold, reproduced or distributed without the Seller's consent.
64. The Buyer accepts that the Seller is the owner of the intellectual property rights, registered commercial or service logos and other rights of the intellectual property, on all materials and/or contents available through the pages of the Online store (third persons rights to logos, graphic solutions and similar, represent absolute personal rights of such persons).

H. WRITTEN COMMUNICATION

65. Positive regulations require that certain data and notifications sent by the seller to the Buyer (and vice-versa) must be in written form. By conclusion of this Agreement, the Buyer accepts that all written communication with the Seller shall be conducted through email.
66. The Buyer is obliged to send his notifications to the Seller through contact forms that have been provided on the pages of the Online store.
67. Notifications will be received and processed no later than 24 (twenty four) hours after they are sent via contact forms or email.
68. The Buyer will receive the appropriate confirmation of each sent notification, by e-mail message to the Buyer's e-mail inbox.

I. PERFORMANCE, SUCCESSION

69. In the event of a doubt in regards to the place of performance of the contractual obligations, it will be considered that the Agreement is performed in the place of the Seller's registered office.

70. The successors of the Contracting Parties directly assume all the rights and obligations of their predecessor under this Agreement. If legal succession is in dispute, the persons claiming to be successors shall form a community in legal terms with regard to the rights and obligations of the Contracting Party until it is finally determined which person or persons have the right of universal or singular successor and to what extent.

J. ASSIGNMENT

71. The Buyer may assign the rights under this Agreement to a third party only with the written consent of the Seller.

72. The Seller may assign the rights under this Agreement to a third party without the consent of the Buyer, with the obligation to notify the Buyer on the assignment. From the day of receipt of the notice on the assignment of rights under this Agreement to a third party, the Buyer is obliged to provide fulfilment of obligations under this Agreement to the third party to whom the contractual rights have been assigned.

K. NULLITY

73. If due to amendments in the Applicable laws a provision or provisions of the Agreement become null and void, i.e. their application becomes prohibited due to illegal consequences that such application would cause, or if amendments in the Applicable laws impose different obligations on the Contracting Parties, the Contracting Parties shall negotiate and harmonize the provisions of the Agreement within a maximum of 15 (fifteen) days from the day when one Contracting Party notifies the other by a written invitation to negotiations.

74. If due to an amendment in the Applicable laws a provision or provisions of the Agreement become null and void, and the Contracting Party not affected by such amendment rejects the invitation of the Contracting Party affected by the amendment to negotiations, or opposes or prevents direct application of the Applicable laws to the contractual relationship, the affected Contracting Party can terminate the Agreement with all legal consequences that the termination of the Agreement entails, effective on the day of definitive knowledge of the rejection of the invitation to negotiations by the other Contracting Party, or the invitation to apply the applicable provision to the contractual relationship.

L. FORCE MEJEURE

75. The Contracting Parties shall not be liable for non-fulfilment of the obligations assumed by the Agreement in certain cases which have occurred independently of their influence and will.

76. Circumstances arising independently of the influence and will of the Contracting Party - which even the most careful person could not have avoided or eliminated the consequences - are considered cases of force majeure, i.e. cases that release from liability for non-performance of contractual obligations, only if: I) such circumstances arise after the conclusion of the Agreement; II) prevent its full or partial performance; III) in the specific case, the Contracting Party or the Contracting Parties were unable to prevent the occurrence of the circumstances themselves by measures and means that can be reasonably requested and expected from the person affected by such a circumstance.

77. The following events are considered cases of force majeure: I) war, acts of war and mobilizations; II) riots and civil unrest; III) outbreak of epidemics (pandemics) of infectious diseases; IV) occurrence of fire, flood, earthquake or other natural disasters. Disturbances in the business of the Contracting Party, which are not caused by disturbances in the economic system of the country, do not have the characteristics of a case of force majeure.

78. The Contracting Party affected by force majeure is obliged to immediately inform the other Contracting Party of the occurrence, type and possible assessment of the duration of the circumstances of force majeure. Otherwise, the Contracting Party may not invoke force majeure, unless the very circumstance of force majeure prevents it from sending such notice.

79. For the duration of the force majeure, the obligations of the Contracting Parties shall be dormant and the sanctions for non-fulfilment of contractual obligations within stipulated deadlines shall not be applicable.

80. The occurrence of force majeure circumstances, provided that the provision of this Article has been acted upon, extends the deadline for fulfilment of contractual obligations for a period equal in duration to the duration of such circumstance and a reasonable period for removing the consequences of such circumstances.

81. If the circumstances referred to in this Article last longer than 30 (thirty) days, the Contracting Parties shall agree on the further validity of the Agreement.

82. If the Contracting Parties do not agree on the further validity of the Agreement within 30 (thirty) days after the expiry of the period referred to in the previous paragraph, the Contracting Party with no force majeure circumstance on its side has the right to terminate the Agreement after notifying the other Contracting Party in writing.

M. CONFIDENTIALITY

83. The provisions of the Agreement are confidential. Confidential information is all information that is not publicly known, and is used in the business of the Contracting Parties, in particular that information received or obtained by one Contracting Party as a result of the conclusion of or in performance of this Agreement.
84. Seller shall ensure that any person associated with him and his employees, keeps confidential all confidential information and that they will not disclose such information to any third party.
85. The Seller may disclose or allow the disclosure of confidential information: to its directors, employees, proxies, legal or other professional advisers, but only to the extent necessary to enable the same persons to exercise or ensure the exercise of rights or obligations related to the Contracting Party under this Agreement; when required by the Applicable law or by an order of a competent court, or other competent authority or organization; to the extent that confidential information became publicly available or generally known to the public at the time of such disclosure, but not as a result of a breach of the provisions of the Agreement; if such disclosure is expressly permitted by any other provision of the Agreement, or if the Contracting Party has given prior written consent; when required by the regulatory and / or governmental authority having jurisdiction over the Seller.

N. INTERPRETATION OF THE AGREEMENT

86. In interpreting the Agreement, the Contracting Parties shall proceed from the principle of conscientiousness and honesty, as the basic principle of obligatory relations.
87. In case of interpretation of the moment of transfer of ownership over the items from the Seller to the Buyer, it will be considered that the ownership has been transferred on the next day after the day of full payment for the purchased items, according to the invoice issued by the Seller.

O. AMENDMENTS

88. Agreement is a formal legal transaction (contract of accession).
89. The Seller shall publish a valid version of the Agreement on the website of the Online store.
90. The Seller reserves the right to change the content of the publicly published version of the Agreement from time to time, provided that the new versions of the Agreement contains in the footnote of the document the date and time of the change and the serial number of the version.
91. The amended version of the Agreement will apply to all e-commerce transactions from the time of publication.

P. DISPUTE RESOLUTION

92. The Contracting Parties shall endeavour to settle disputes which may arise in connection with this Agreement amicably and by agreement.
93. A dispute exists when one Contracting Party sends an e-mail to the other Contracting Party stating that there is a dispute concerning a fact, performance of an obligation, interpretation of a provision or some other disputable circumstance.
94. The Contracting Parties shall proceed to the settlement of the dispute no later than the eighth calendar day from the day of receipt of the written notice of the dispute.
95. If the Contracting Parties fail to reach an amicable settlement, the Basic Court in Podgorica shall have jurisdiction to settle the dispute.

Q. INTEGRAL PARTS OF THE AGREEMENT

96. The integral parts of the Agreement include all paper and electronic documents created during the execution of electronic commerce transactions between the Contracting Parties.

97. Legal instruments concluded or unilaterally issued under this Agreement shall form an integral part of the Agreement.
98. In the event of a material conflict between the contents of documents that meet the condition to be recognized as integral parts of the Agreement and the provisions of the Agreement, the provisions of the Agreement shall apply.

R. COMMENTS AND SUGGESTIONS

99. The Seller invites the Buyer to submit his comments and suggestions regarding the contents of this Agreement through the contact form available on the website of the Online store, by e-mail to voli.me@voli.me or by calling the call centre number 19995.