

RULEBOOK ON THE CONTENT AND FORM OF CONSUMER NOTICE ON THE RIGHT TO UNILATERALLY TERMINATE A CONTRACT CONCLUDED AT A DISTANCE OR OUTSIDE BUSINESS PREMISES

Article 1

This Rulebook sets the content and format of the notice informing consumers about their right to unilaterally terminate:

- a contract made outside business premises
- a contract made at a distance (such as online)

Article 2

This Rulebook introduces Directive 2011/83/EU of the European Parliament and the Council into Croatian law. The Directive:

- defines consumer rights
- amends two earlier Directives: 93/13/EEC and 1999/44/EC
- repeals two earlier Directives: 85/577/EEC and 97/7/EC

Article 3

The content and format of the notice are set by the form found in Annex I of this Rulebook.

Article 4

This Rulebook repeals the previous rulebook from 2014 that regulated the same matter.

Article 5

This Rulebook comes into effect eight days after it is published in the "Official Gazette".

I. INSTRUCTIONS FOR UNILATERAL TERMINATION OF A CONTRACT

The trader must give the consumer clear and accurate instructions on how to terminate the contract. These instructions must be in writing or on another durable medium and must include:

1. Deadline for terminating the contract

- You can cancel the contract within 14 days without giving a reason.
- You must inform us of your decision before the 14-day deadline. You must send us a clear statement by mail or email, including:
 - your full name
 - your address
 - your phone number or email address
- You can also use the cancellation form found in Part II of this Annex.

The 14-day period starts:

- (a) on the day you or someone you designated (who is not the carrier) receives the goods – for sales contracts
- (b) on the day you or your designated person receives the last item – if the contract involves multiple deliveries
- (c) on the day you or your designated person receives the first item – if the contract is for regular deliveries
- (d) on the day the contract is concluded – for services, or for the supply of water, gas, electricity, heating, or digital content not delivered on a physical medium

2. Refund of the amount paid

The trader must inform the consumer:

- We will refund all payments received from you, including delivery costs.
- We will do this without delay, and at the latest within 14 days from receiving your notice of cancellation.

- If you chose a more expensive delivery option than the standard one we offered, we will not refund the extra cost.
- We will refund the payment using the same method you used to pay, unless we agree otherwise. You will not pay any extra charges.
- If we haven't agreed to pick up the goods, we will refund your money only after:
 - we receive the goods back, or
 - you send us proof that you've returned them

3. Returning the goods

The trader must choose one of the following options:

- (a) We will collect the goods ourselves.
- (b) You must return or hand over the goods to us or to a person we authorize, without undue delay, and no later than 14 days after notifying us of the cancellation.
- (c) You have met the deadline if you send or hand over the goods before the 14-day period ends.

4. Return shipping costs

The trader must choose one of the following options:

- (a) We will pay the return shipping costs.
- (b) You must pay the direct return costs.
- (c) You must pay return costs of ... [insert amount], if the item cannot be returned by mail and the trader does not cover the cost.
- (d) You must pay return costs up to a maximum of ... [insert amount], if the exact cost cannot be estimated in advance.
- (e) We will collect the goods at our own cost if the contract was made outside business premises, the item cannot be returned by mail, and it was delivered to your home.

5. Responsibility for decreased value of goods

The trader must inform the consumer:

- You are responsible for any reduction in the value of the goods if you handled them beyond what is necessary to check their nature, characteristics, and function.

6. Using the service before the cancellation deadline

If you ask us to start providing a service or deliver water, gas, electricity, heating, or digital content before the cancellation period ends, we must inform you:

- If the delivery started at your request before the 14-day period ended, you must pay for the portion provided up to the moment you told us you are cancelling the contract.

II. SAMPLE CANCELLATION FORM

1. Full name and address of the consumer: _____

2. To (the trader fills in their name, address, phone number, and email):

3. I, _____, hereby cancel the contract for:

- the purchase of the following goods: _____
- or the provision of the following service: _____

Ordered/received on: _____

4. Signature (only if this form is printed and filled by hand): _____

5. Date: _____

If the trader allows online cancellation, they must clearly state:

- "You can fill out and submit the cancellation form available on our website.
- We will send confirmation of receipt immediately by email."