Terms of Use and Privacy policy – www.etimbersale.com

1 General information about the page

This site is owned by the company ARForest limited liability company for forestry and hunting, based in Trojstveni Markovac (City of Bjelovar), Trojstvena 94, registered in the court register of the Commercial Court in Bjelovar under registration number MBS: 010126554, OIB: 30680039126.

Among other activities, the company is engaged in the activity of intermediation in the sale of wood and wood mass, and which mediation will be performed through this website in such a way that on the subject page will be held online auctions for the sale of wood and wood pulp, all in accordance with these terms of use and privacy policy (hereinafter: the Terms) and other rules and positive regulations. In this sense, this company will be the organizer of online auctions (hereinafter: the Organizer).

These terms of use and operations on this website are subject to the Trade Act, the Electronic Commerce Act, the Civil Obligations Act, and other applicable regulations in the Republic of Croatia.

By using this website to purchase the product, you are deemed to have fully read, understood and accepted the rights and obligations under these Terms of Use. By using this website, you agree to abide by these Terms of Use and you agree that they apply to you in full.

These terms of use are published in Croatian and English.

All users of the site can request support regarding the use of the site in the following ways:

Contact via address: ARForest d.o.o., Trojstveni Markovac, Trojstvena 94

e-mail address: info@etimbersale.com

on the phone number +385 91 615 5876

or +385 98 428 010 between 8:00 and 14:00 every working day

2 Auction participants - legal entities

This site will exclusively trade in wood between legal entities, both buyers and sellers. Individuals are not allowed to participate in the auctions on this site either as buyers or as sellers.

3 Acceptance of the Terms of Use and registration of participants on the site

Every auction participant who wants to participate in the auctions as a buyer must register on the website by filling in the information under "Registration". By registering on the site, it is considered that the customer has agreed and read the Terms of Use of the website. After filling in the data, each potential buyer will receive from the Organizer a link to a PDF form to be filled out, signed and returned by email to info@etimbersale.com to confirm the legal entity status of the registered buyer, after which the Organizer will send a password to grat access to online auctions in the system.

Any customer can logout at any time and log in again.

Any entrant wishing to participate as a seller must send their details and details of the subject of the sale to info@etimbersale.com. After that, the seller will receive an agreement from the Organizer which will determine all the terms of use of the site and the fee for the seller, whose signature will accept these Terms.

The Organizer may change these Terms at any time, but undertakes to always have the current Terms on the site, as well as, if necessary, previous versions of the Terms indicating the entry into force and duration of each version, so that participants can always see the Terms in force at the time of their participation in the auction. The Organizer undertakes to send to each participant, upon request, the General Terms and Conditions valid at the time when he participated in each auction, and in particular undertakes to submit the Terms in PDF at the time of delivery of the invitation to pay the auction winner.

4 Collection and protection of personal data, cookies

The Auction Organizer undertakes, as the controller, to protect personal data in an appropriate manner, respecting all rules of EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. : Decree), the Act on the Implementation of the General Decree on Data Protection (OG 42/2018) and other regulations governing the subject area, which are applicable in the Republic of Croatia. Each user of the site and participant in the auction is responsible for the accuracy of all data provided during the process of registration, review or online auction on this site.

There will be no public disclosures of personal information or any information of online auction buyers on this website.

Information on the seller as a legal entity (and natural person if it is a trade and the owner of the trade), contact information of the seller (name and surname, contact phone number, address, e-mail address), description and location of the auction items will be published on the site for the entire duration of the online auction, during which period the wood and wood mass can be viewed at a location specified by the seller.

On this page you primarily leave the data of the legal entity (unless you are a craftsman, then you also leave personal data) but the delivery of certain personal data is always necessary to facilitate communication and sales between the buyer and seller.

Buyers

When you first register on the website as a Buyer, you enter only the contact e-mail address and a temporary password. On the entered contact e-mail you will receive a link to the registration form and it will be used for further communication.

On the registration form, in addition to information about the legal entity, you will provide us with the name and surname of the authorized person for representation, contact person for communication, and telephone number for communication and sales.

After this you will receive approval for participation, i.e. automated mail with a new (real) password.

In the event that you purchase a specific auction item at the auction, we will submit your data and form to the seller for the purpose of issuing an invoice and any contact related exclusively to the execution of the concluded sales contract.

When you purchase and / or participate in the auction on this website, we process the personal data you have entered in the registration form for the purpose of identifying you as a Buyer, concluding and fulfilling a one-time distance purchase agreement, delivery of data to the seller, so

he can contact you later , issue you a valid invoice and to arrange for further collection of the subject of the auction. The legal basis for data collection is precisely the fulfillment of the sales contract to which the buyer is a party. Also, processing is necessary in order to comply with the legal obligations of the processing manager (for example, e-mail is also necessary to fulfill the obligation to send a confirmation of the contract).

Sellers

Sellers will, in contact with the Organizer, the processing manager, also submit to the processing manager a registration form containing the same information as the customer form, for contacting and concluding a fee agreement with the processing manager.

Data on buyers and sellers who participated in the online auction and / or only registered with the intention to participate, the processing manager will keep a maximum of 5 years from the date of registration. Data on buyers and sellers who sold products on the online auction will be kept by the processing manager for 10 years, or even longer, if certain accounting and other regulations may require longer storage.

When you visit our website, we collect cookies (small files that are saved on your computer when accessing websites to enable basic or additional functionality of these websites) and other technologies that facilitate the delivery of content depending on your areas of interest, processing purchases, analyzing features Your visits, etc. Cookies cannot be used to reveal your personal identity. You can always delete cookies stored on your computer, thus preventing further processing of your personal data using such technology. Each internet browser has its own process of deleting cookies.

Another basis for the collection of personal data is the consent of users of the site who have registered in the prescribed manner, that the Organizer periodically provides them with information regarding upcoming auctions. Consent is given by explicit consent upon registration / acceptance of these General Terms and Conditions and Privacy Policy prior to registration. Also, the Organizer has a legitimate interest to send such notifications to all users, and each user may request that the Organizer remove him from the list for sending such notices, upon receipt of any such notice or regardless of notification at e-mail address: info@etimbersale.com. The period of processing and storage of personal data for the purpose of sending notifications is identical to the already mentioned deadlines for data retention in general (5 or 10 years). You can withdraw your consent at any time and free of charge by e-mail to: info@etimbersale.com. Withdrawal of consent does not affect the lawfulness of processing based on consent before it is withdrawn.

Regardless of the data collection, all users of our website may exercise the following rights free of charge within the limits prescribed by the Regulation:

• The right to information

• Right to be erased (“right to be forgotten”)

• Right of access to data

• Right to correction

• The right to data portability

• Right to object: if the controller processes data on the basis of his legitimate interests which are stronger than the interests of the respondents

• The right to limit processing

In any case, you also have the right to:

• submit a complaint to the Organizer,

• file a complaint with the supervisory authority (Personal Data Protection Agency) if you believe that your data protection rights have been violated.

You can always contact the head of processing via e-mail address: info@etimbersale.com or by mail to ARForest d.o.o., Trojstvena 94, 43000 Bjelovar, for questions related to personal data protection and to exercise their rights guaranteed by the General Data Protection Regulation.

The data will be stored within our online system protected by HTTPS encryption.

5 The price of the online auction maintenance service

Registration and participation of buyers in auctions is free. Sellers pay the Fee for successfully sold items of online auctions in accordance with the Price List under item 8 of these Terms and the concluded contract.

6 Starting price of the auction item

The seller independently determines the initial (minimum) price according to his wishes. Furthermore, the seller determines the scale of price increase in such a way that the buyer will be shown in the drop-down menu offered higher prices that he can choose and offer, which reduces the possibility of incorrect bidding.

The prices do not include the costs of removal / delivery / shipment, or any other costs related to the sale, and with each price of each item it will be pointed out that the price is without VAT and that it will in any case be charged VAT, as well as the final price offered by customers.

7 Auction participation rules

Only the seller who has registered, concluded an appropriate contract with the Auction Organizer and determined the minimum auction prices for each item of sale, image and description of the item, and submitted all relevant information on the item of sale, may participate in each auction.

Each auction is open to buyers who have duly registered and whose registration has been confirmed by e-mail by the organizers in accordance with these Terms.

The Auction Organizer (ARForest d.o.o.) does not participate in any part of the sale except the provision of services for the use of this website and the organization of the auction (mediation between the buyer and the seller). The Organizer cannot be considered a proxy or representative or representative of either the seller or the buyer and he does not participate in any transaction between the User.

The sale takes place exclusively between the seller and the buyer.

After the announcement of the auction, information will be available on where each individual item is located and where and at what time it can be viewed, as well as information on the start and duration of the auction for each individual item or for a particular group of items.

On the pages where the auction is held, there will always be a notice of the current maximum bid and the remaining duration of the auction for each individual item of sale. The duration of the auction is determined by the Seller and the Auction Organizer. It will be indicated at the announcement of each auction. The duration of the auction will be automatically extended by one minute in case the last minute of the auction is received. The time can thus be extended as long as there are bids in the last minute of the auction.

The auction is held exclusively online. Any offer made by the buyer is considered a binding offer that cannot be revoked. At the end of the auction, the best bidder will be informed by a message that its price has been accepted and that by sending such a message it is considered that a contract of sale has been concluded between the buyer and the seller. After that, the buyer will

receive from the organizer an invitation to pay and information about the Seller who must be paid within 7 days from the date of acceptance of the bid at the auction. , without any further information about the buyer and seller.

After the buyer makes the payment, and the payment is recorded in the seller's account, the seller will issue an order for shipment of purchased wood, and it can be taken ex-forest road with prior notice within 14 days of receipt of payment.

In case of non-fulfillment of obligations under these Terms, and in connection with the sale, both the buyer and the seller have all the rights under the Civil Obligations Act, which the parties have in case of non-performance of the contract (especially the right to compensation and termination).

The contract will be considered automatically terminated if the buyer does not pay the achieved price within 7 days from the invitation to pay, nor within two days from the re-invitation of the seller to pay.

8 Price list for sellers

The price list for sellers will be delivered to each seller as an attachment to the contract.

9 User risk

ARForest d.o.o. assumes no responsibility or warranty for any item displayed or sold on this site including:

• Accuracy of seller or buyer data

• The right of ownership of the seller over the subject of sale

• The content, description, value, quality and legality of any item on this site

• Accuracy or veracity of the description, and prices and availability conditions

• The willingness of the seller to carry out the transaction

• Copyright and related rights to published photographs and objects

By posting wood for sale on the website www.etimbersale.com, under material and criminal liability, the Seller confirms that he is the actual owner of the item he is selling, i.e. that he has all legal rights to sell the item on the website www.etimbersale.com.

ARForest d.o.o. is released from any liability for any material or legal defects in the published and / or purchased wood by the Buyers.

Sellers and Buyers undertake to resolve all disputes related to individual sales exclusively with each other and release ARForest d.o.o. any liability for damages of any kind, arising out of such relations..

10 Copyright and related rights

The seller is solely responsible for publishing any photo he has posted on the website www.etimbersale.com. By posting a photo of the object on the site www.etimbersale.com under material and criminal liability, the Seller confirms that he is the actual author of the published photograph and text, or that he has all legal rights to publish the photograph and text with the photograph on the site www.etimbersale.com.

In case ARForest d.o.o. receives any claim for damages submitted by third parties, and related to copyright and related rights by publishing some of the photos, the Seller assumes full responsibility, and is obliged to fully compensate ARForest d.o.o. all damages and costs that may be incurred on the basis of such a request. Such claims may include (but are not limited to) the filing of damages claims and a claim for damages for copyright and related rights infringement.

In case of filing a criminal complaint by the author of certain photos against ARForest d.o.o. for the individual publication of a photograph on the website www.etimbersale.com The seller assumes both criminal and material responsibility for all items published by him.

11 Liability in case of unavailability of pages

ARForest d.o.o. is not responsible for any unavailability of the www.etimbersale.com website.

Also, it is not responsible for technical problems that may arise when using the site, and lead to the inability to participate in certain auctions.

ARForest d.o.o. has the right in case of announced and planned maintenance of the website for 24 hours to extend all auctions that end at the time of unavailability of the service.

12 Data and user account

User data is defined as the information you leave when registering or participating in activities at www.etimbersale.com. Each individual registered User is responsible for the accuracy of the data.

If the user registers under a false name, address and telephone number, with the intention of interfering with the functioning of the system www.etimbersale.com, and by entering any inaccurate and false data interferes with the functioning of the computer system www.etimbersale.com in order to cause material or immaterial damage to another (natural or legal person), the same user will be immediately prevented from further access to the system www.etimbersale.com.

ARForest d.o.o. reserve the right to file a criminal complaint with the competent institutions against such a user, since such behavior of the user has acquired essential features of the criminal offense under Article 223 a of the Criminal Code. - ‘computer counterfeiting’.

ARForest d.o.o. has the right without refusal to refuse the new registration of the User whose account has already been closed due to any conduct and activities contrary to these Terms of Use.

To this end, ARForest d.o.o. keeps records of suspended users.

13 Use content from www.etimbersale.com

It is not permitted to transfer content from www.etimbersale.com (including the text and images of items for sale), or to copy and use any part of www.etimbersale.com without the prior written request and approval of ARForest d.o.o.

14 Access www.etimbersale.com from mobile devices

Due to the large number of different devices, operating systems, protocols and applications, as well as their frequent changes, www.etimbersale.com does not guarantee that every functionality will behave correctly on every mobile device (smartphone).

15 Entry into force

These Terms of Use and Privacy Policy apply from 25th January 2022

ARForest d.o.o. reserves the right to change these General Terms and Conditions at any time, without prior notice.

All changes to these General Terms and Conditions will be published on this website and the date of their entry into force will be announced.

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