

# Terms and Conditions

## General provisions

These Terms regulate the terms of purchase on the Hypelocker web shop available at [hypelocker.eu](https://hypelocker.eu)

By purchasing on our web shop, you, as a buyer, conclude a distance sales contract with Enterprise Studio, as a seller, under the terms set out below.

Web shop is operated by the company Enterprise Studio d.o.o., with registered seat at Ulica Ivana Gundulića 1A, 10380 Sveti Ivan Zelina, Hrvatska, OIB: 81314700076 [hereinafter: "**Enterprise Studio**", "**Hypelocker**", "**we**", "**us**").

Enterprise Studio is registered with the Commercial court in Zagreb, Republic of Croatia, under registry number (MBS): 081415414.

Contact details – customer support:

Email address: [info@hypelocker.eu](mailto:info@hypelocker.eu)

Website: [hypelocker.eu](https://hypelocker.eu)

Working hours of customer support:

Monday – Friday | 10:00 – 17:00

[excluding public holidays in Croatia]

To use our web shop you must be 18 years of age or older.

To place an order, you will be required to follow simple instructions for purchase.

These Terms constitute an integral part of a distance sales contract concluded between you and Enterprise Studio, together with the specification and price of the product you purchased, specified in the Order Confirmation. Therefore, please read these Terms carefully before placing an order.

If you do not agree with any part of this Terms, do not place an order.

These Terms can at any time be changed or otherwise amended by Enterprise Studio. All changes and amendments to these Terms shall enter into force on the day they are published on Hypelocker web page.

You may order products on Hypelocker web shop for your personal/internal use only. You are not entitled to resell the products you ordered from Hypelocker web shop to third parties without the prior written consent of Enterprise Studio.

You understand that from time to time the web shop may be inaccessible for various reasons, such as periodic maintenance procedures or upgrades, service malfunctions and causes beyond our control.

## **Main characteristics of products**

Hypelocker web shop contains pictures and description of all products available for sale on the web shop together with their prices. We will try our best to ensure that all prices quoted on the web shop are correct. However, in case an error occurs, and the quoted price is not correct, we will inform you thereof as soon as possible and you will be able to choose whether you would like to reconfirm the order with the new price or cancel your order.

Pictures of products do not necessarily correspond in detail to the actual appearance of the product. This especially applies to colors. Different monitors display colors differently, therefore representation of colors on your monitor may vary from the actual colors.

## **Product availability**

All product orders are subject to availability. We reserve the right to cancel your order and refund your payment in case ordered product(s) is out of stock.

All products are subject to continuous development. Product specifications can change at any time and we reserve the right to remove or discontinue any product at any time.

## **Price**

Prices of products in the web shop are quoted primarily in Euro (EUR) and for information purposes in Croatian kuna (HRK). January 1st, 2024 ends the obligation to display prices in both currencies, which from then on will be quoted only in euros. When converting prices from kuna to euro, all prices are converted according to the fixed exchange rate | 1€ = 7.53450 HRK. The displayed prices include the Croatian VAT rate of 25%. Quoted prices do not include delivery costs, which will be charged separately. Additional expenses will be borne by you, if any. Products will be charged at prices valid on the day you place an order, regardless of the delivery date.

# Placing an order

You can place an order anytime, 24/7, on [hypelocker.eu](https://hypelocker.eu), from all member states of the European Union, after browsing the web shop, by following a few simple steps:

## 1. Selecting products

When you choose product that you wish to buy click ADD TO CART icon next to the picture of the product you chose. You will be automatically redirected to CART page, but you can click on CONTINUE SHOPPING icon in the right corner to continue with the purchase and add additional products to your cart. Products added to your cart will not be deemed as bought or reserved. You can delete any of the products from your cart at any time. Once you add all the products you wish to buy to the cart and you wish to complete the purchase, click PROCEED TO CHECKOUT icon.

## 2. Completing purchase form

You will then be transferred to a purchase form and you will be requested to complete all mandatory fields on the purchase form with your personal data (first and last name, email address, phone number, delivery address and billing address). Also, you will be offered to enter additional information (optional) such as: order notes, apartment, suite, unit and if you wish to subscribe to our newsletter. You can withdraw your consent for receiving newsletter at any time, for instance via the "unsubscribe" link indicated in the newsletter or by sending us an email to the following e-mail address: [help@hypelocker.eu](mailto:help@hypelocker.eu). All information you provide us must be true, complete and accurate. In case Hypelocker suspects you provided information that is untrue or inaccurate, we may refuse to confirm your order.

## 3. Payment

Once you complete all mandatory fields on the purchase form with your personal data, you will need to fill PAYMENT FORM with informations from your Credit Card — Card Number, Expiry Date and Card Code (CVC) to proceed with the payment. You will not be allowed to proceed with payment before ticking the boxes by which you confirm you have read and accept these Terms & Conditions and our Privacy Policy. If you do not agree with any provision of these documents, please do not place an order. Once you enter all necessary information, click PLACE ORDER icon.

## 4. Order confirmation

Once the payment is processed you will receive an e-mail from us confirming that your purchase is completed ("Order confirmation"), that will contain details about your order and total price for your order, including delivery costs. In case you do not receive such email within 2 days after purchase, please contact our Customer Care team.

Please note that Enterprise Studio will not process any orders on any public holiday in Croatia. All orders placed on and in between these days, will be processed the next upcoming working day.

# Method of payment

The customer can pay for the ordered products and delivery according to the model that he chooses while completing the order.

Payment for the product can be made:

- **One-time online payment with credit and debit cards**
- **PayPal**

## 1. Payment by cards

When paying with credit and debit cards, payment authorization is done automatically. In case of unsuccessful payment authorization, the purchase process is declined. The customer is responsible for the correctness of the data provided using the web shop service.

Hypelocker web shop uses Stripe as a payment processor in order to enable you easy and secure online payments.

When using Stripe, your card will be charged directly. Transactions are secure and encrypted, and either we or payment providers store your credit card information. Payments are processed through Stripe which is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS) and ensures the secure handling of credit card information made through our store. For more informations you can read Stripe [privacy policy](#).

Any additional charge on your chosen payment method (e.g. bank processing fees) will be borne by you. Hypelocker does not take responsibility for any direct or indirect damages that customers may suffer due to the temporary, partial or complete unavailability of the Stripe service.

## 2. PayPal

PayPal is currently the most reliable payment method when shopping online. It is safe and easy to use, and it is for these reasons that it is one of the most popular payment methods in our store.

If you pay via the PayPal, you will be redirected to the PayPal payment system. After signing in, you need to confirm the transaction. Your PayPal payment will be processed immediately and will affect your PayPal account or credit/debit card balance. As confirmation of the transaction, you will receive an e-mail with information about the completed payment.

# Delivery

Products you buy on Hypelocker web shop shall be dispatched within 7 — 10 business days following your purchase. Only exception are pre-order items. Each pre-order item has an estimated shipping date but this is subject to change from the manufacturer without prior notice. Because the item has not yet reached us, we can not guarantee the exact date your item will ship. If for any reason we are not able to fulfill your pre-orders, we will refund you for the full amount immediately. Once your order is dispatched, you will be informed by Hypelocker thereof by e-mail, that will contain estimated delivery date of the products [**“Shipment confirmation”**]. Products will be delivered to you by a courier chosen by Enterprise Studio. In case Enterprise Studio, for any reason, will not be able to meet the estimated delivery date, you will be informed thereof.

## Pre-order products

Purchasing a pre-order item is a great way to secure an item and avoid sell outs! To secure your item, full payment is due at checkout. When the items are in our hands, we will ship the item within two business days. The exact delivery date on pre-order items is unknown, unless a release date is specified on the product pages. Once an order is placed, the item will ship when the manufacturer releases it to us.

### Pre-order disclaimer

Because the item has not yet reached us, we can not guarantee the exact date your item will ship. Each pre-order item has an estimated shipping date but this is subject to change from the manufacturer without prior notice. Some subject that can effect the estimated arrival date can be quality concerns, natural disasters, or production issues. If for any reason we are not able to fulfill your pre-orders, we will refund you for the full amount immediately.

Hypelocker reserves the right to change the pre-order shipping dates at any time if required based on the above factors.

If you have purchased a presale item(s), you have acknowledged and accepted these conditions provided regarding pre-order item(s). Pre-order orders will not be cancelled if the customer fails to acknowledge the delayed shipment for presale items.

## **Combined orders**

We suggest that pre-ordered items be ordered separately from "in-stock" orders, as in stock merchandise can be shipped immediately. If you combine in-stock and pre-order items into one purchase, all items will be shipped when the pre-order is fulfilled.

## **Returns & Cancellations of pre-order items**

All pre-order items can be returned if they meet our Return Policy requirement. Cancellations are permitted.

# **Cooling off period and returns policy**

### **1. Right to cancel your order**

You have the right to cancel your order and return products you received from us, without stating any reason. The order can be cancelled within 30 days following the delivery of products you ordered. In case you ordered more than one product, and products were delivered to you separately, you can cancel your order within 30 days following the delivery of the last product from your order. In case you cancel your order, it will be deemed that the distance sales contract you concluded with Enterprise Studio by purchasing on our Hypelocker web shop is terminated.

### **2. Cancellation procedure**

If you wish to cancel your order you must inform Hypelocker thereof in writing, via e-mail or registered mail. In order to do so, you may use our Return form that will arrive in printed form together with your order. Return form can also be filled out electronically, which can be downloaded from the following link **"Withdraw from the contract of sale" (Return form)**. Send us filled copy of Return form together with the all items being returned. No physical signature on the form is necessary. Use of the sample form is not obligatory and you may also cancel you order by a simple email/letter sent to Hypelocker in which you state that you cancel your order. Such letter/email must include the number of your order. We will confirm you the receipt of your statement of cancellation by email, without delay.

### **3. Effects of cancellation**

In case you decide to cancel your order pursuant to provisions of this paragraph, you are obliged to return the unused product in its original packaging to Enterprise Studio, within 7 days of the day you notify Enterprise Studio about the cancellation. Returns are only possible via direct communication with Enterprise Studio as described below. Returns cannot be organized via third parties (e.g. by refusing delivery etc.). The seller will not accept packages sent "cash on delivery".

Make sure that your returned articles are complete, unworn, unwashed, include the product label and in their original packaging. A clothing item you are returning can be tested for fit but may not be worn. Authenticity tags on footwear must be intact. If removed, the item will not comply with the returns policy and will not be refunded. Footwear must be returned in the original box provided, and packaged inside a protective shipping box. Other products that you are returning – must remain in original unopened packing so that the product can be sold again. Panties, boxers and briefs can only be returned if unopened in original packaging, unworn and in the same condition as delivered, with all tags attached.

A refund will not be provided for damaged or worn goods. Items that do not comply or are sent outside of this window are subject to refusal and may sent back to you.

You are responsible for all costs regarding return shipping, unless otherwise is agreed between you and Hypelocker.

You are responsible for ensuring the product is properly packed before returning it. You assume all risk for the condition of the product during delivery.

Address for Return Shipping:

**Enterprise Studio d.o.o.**  
**Ulica Ivana Gundulića 1A**  
**10380 Sveti Ivan Zelina**  
**Croatia / Hrvatska**

Returned goods will be inspected and evaluated by Hypelocker. If the product(s) are undamaged, the full order amount will be refunded. You will be responsible for any reduction in the value of the purchased product resulting from handling or use of the purchased product.

In case you cancel your order, Enterprise Studio will make refund within 14 days following the receipt of the returned products. Please note that it may take a few days for the payment to appear in your bank statement.

## **Responsibility for material defects**

Hypelocker is liable for material defects of the products you purchased through our web shop pursuant to relevant provisions of Croatian regulations, namely Croatian Civil Obligations Act. You are obliged to notify Hypelocker of any defects of the purchased products without delay.

You are responsible for checking that the outer package of the order you received is completely undamaged upon receipt.

If the package containing your order has outer visible transport damage, you have to notify the courier about the damage and have the defects documented by the person delivering the package. The delivery note or similar document containing details about the defects should be signed by you and by the person delivering the package. In case the package is damaged, do not take it over, but return it to the courier and contact our Customer Care team.

If the delivered products have a material defect, you may request one of the following from Hypelocker:

- repair of the defective product,
- delivery of a new product without defects,
- discount

or

- termination of the distance sales contract.

The seller provides a one-year warranty and a complaint period of 24 months and 36 months for Swedish customers, unless otherwise stated. The warranty period starts from the moment the Customer receives the goods.

After consultation and agreement with the Seller, the Customer may return defective goods to the Seller. This must be done fast as possible. The Customer should note that the goods are to be sent by an agreed shipping method. Packages that are not prepaid cannot be accepted. When a complaint is accepted, the Seller compensates the Customer and replaces postage costs.

## Customer complaints

In case you have any complaints regarding your purchase, please contact our Customer Care team. Complaints can be submitted in writing in the following manner:

- by email to the following address: [help@hypelocker.eu](mailto:help@hypelocker.eu)

or

- by mail to the following address:  
**Enterprise Studio d.o.o.**  
**Ulica Ivana Gundulića 1A**  
**10380 Sveti Ivan Zelina**  
**Croatia / Hrvatska**



Enterprise Studio shall reply to your complaint in writing, within 14 days from the receipt of the complaint.

## Privacy

Services offered within Hypelocker web shop cannot be provided without Enterprise Studio processing certain data about you, including data that can directly or indirectly identify you ("Personal Data"), such as your first and last name, address and email address. For more information about which data we collect, how we collect and use it, who do we share it with and how you can access, correct or delete your Personal Data, please read our **Privacy Policy** carefully.

## Applicable law and disputes

Distance sales contracts regulating purchase of products bought through Hypelocker web shop shall be governed by the laws of the Republic of Croatia.

Enterprise Studio shall try to resolve all disputes with you that may arise in connection with your purchase via Hypelocker web shop in an amicable manner. In case an amicable settlement cannot be reached, you agree that the disputes shall be finally resolved before the competent court in Zagreb, Republic of Croatia.

### **Online Dispute Resolution (ODR)**

By special regulation of the European Commission from February 15th, 2016 EU-wide disputes related to online shopping can be resolved through the ODR platform, which you can access via a **link**.

## Other

These Terms are written in Croatian and in English language. In the event of any discrepancies between the Croatian and English language versions, the Croatian version shall prevail.

Enterprise Studio is the sole holder of all intellectual property rights in respect of web page [hypelocker.eu](http://hypelocker.eu) and its content [e.g. images, designs, logos, videos etc.]. You are not entitled to copy, modify, download or reproduce for any purpose any of the aforementioned content without prior written consent of Enterprise Studio.

In case you have any questions or need additional information regarding your purchase or these Terms, you can contact Enterprise Studio as follows:

- by email to the following address: **[info@hypelocker.eu](mailto:info@hypelocker.eu)**

or

- by mail to the following address:  
**Enterprise Studio d.o.o.**  
**Ulica Ivana Gundulića 1A**  
**10380 Sveti Ivan Zelina**  
**Croatia / Hrvatska**

These Terms were last reviewed and updated on January 29th, 2023.