

## **Precontractual Information/General Terms and Conditions/Terms of Purchase**

Pursuant to provision of Article 60, paragraph 1 of the Consumer Protection Act (Official Gazette 41/14, 110/15, 14/19, 19/22), the company MLINAR pekarska industrija d.o.o., from ZAGREB, (CITY OF ZAGREB), Radnička cesta 228 c, PIN 62296711978, Company Reg. No. 010015470, (hereinafter: MLINAR), as the trader, publishes this precontractual information on its website <https://mlinar.hr> and, by doing so, fulfils the requirements of Article 60, paragraph 1 of the Consumer Protection Act and provides the consumer who is concluding an off premises contract or distance contract, or is bound by any corresponding offer, with all the information required for concluding a distance contract (precontractual information).

At the same time, in the offer sent to the consumer, there will be a clear indication of the fact that precontractual information may be found at the website <https://mlinar.hr>. If the consumer accepts the offer after having examined it, they are deemed to have familiarized themselves with the content of the precontractual information.

Online trader selling via its website [www.mlinar.hr](http://www.mlinar.hr) acts in its own name.

### Precontractual information

Consumer, acting in the capacity of a Buyer, concludes a sale and purchase agreement with the company MLINAR pekarska industrija d.o.o., from ZAGREB, (CITY OF ZAGREB), Radnička cesta 228 c, PIN 62296711978, Company Reg. No. 010015470, telephone No.: 01/2382-300, e-mail: [info@mlinargrupa.com](mailto:info@mlinargrupa.com), acting in the capacity of Seller.

Conclusion of a sale and purchase agreement via a website <https://mlinar.hr> is regulated under the Consumer Protection Act (Official Gazette 41/14, 110/15, 14/19, 19/22) and the Civil Obligations Act (Official Gazette 35/05, 41/08, 125/11, 78/15, 29/18, 126/21, 114/22 and 156/22), taking into consideration in particular the principles and terms of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council. Conclusion of an agreement via this website constitutes conclusion of a distance contract.

This precontractual information pertains to conclusion of a sale and purchase agreement if the Buyer is a consumer, or in other words any natural person who is concluding a legal transaction or acting in the market outside their trade, business, craft or profession, and if the contract is concluded between the trader and the consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded. Means of distance communication are all means that can be used to conclude a distance contract without simultaneous physical presence of the trader and the consumer, such as addressed or unaddressed printed material, standard letters and postcards, printed advertising messages with a purchase order enclosed, catalogues, human-operated phones or those without a human operator, radio, videophone, videotext, fax, television, Internet or e-mail. This precontractual information includes an informative withdrawal form, which defines the consumer's right of withdrawal and the method of exercising that right.

Terms of purchase constitute an integral part of a distance contract, together with the specifications and price(s) of purchased product(s) and the Buyer will be asked to accept those terms/declare that he has read them/consents to them, after which, and after order confirmation(contract conclusion) those terms will be delivered to the Buyer as the content of an e-mail message confirming that the contract has been concluded. Seller reserves the right to change these terms at any moment, provided that any such changes will enter into effect following publication on these websites.

Once the Buyer confirms and makes the order, the contract is deemed concluded and the Seller will immediately notify the Buyer by an e-mail message about the fact that the contract has been concluded.

In order for a contract to be considered properly concluded, the Buyer has to be a person who has full legal capacity. Buyer is liable for completeness and veracity of the information provided by him at registration. Terms of Purchase are divided into the categories/information categorized below.

Access to websites [www.mlinar.hr](http://www.mlinar.hr) may be prevented from time to time, due to works, maintenance or introduction of new content, and in cases of unforeseen circumstances that are beyond the Seller's control, which the Seller will attempt to eliminate in the shortest time possible.

### **Terms of Purchase**

#### **Main characteristics of goods**

Main characteristics of goods: products are presented by description and photographs, and information about them is visible and available at [www.mlinar.hr](http://www.mlinar.hr)

Prices, payment conditions and special offers are applicable only at the moment of making the order and/or payment and they may change without prior announcement.

Photographs of products shown on the mentioned website are only illustrative and do not necessarily have to correspond in every detail to the products that are the subject of the order. Seller draws special attention to the fact that the visual identity of the product shown on the photograph does not necessarily have to correspond to the appearance of the product in reality, especially as a result of the Buyer's monitor settings, differences in colour perception as perceived by the Buyer on the screen, and other.

In the event of such discrepancy between a product shown on a photo and the delivered product, this will not be considered a defect in the product. Information about products (product description, price and other) shown on the website [www.mlinar.hr](http://www.mlinar.hr) is subject to bugs, irregularities in the application functionalities, other technical irregularities, typos and alike. In the event of obvious errors or irregularities in the product information shown on [www.mlinar.hr](http://www.mlinar.hr) the Buyer reserves the right of withdrawal.

Before accepting the offer, the consumer will be given, upon request, answers to all his questions and uncertainties regarding the price and characteristics of the product.

Only products indicated as available may be the subject of an order. Due to a large number of orders submitted simultaneously [www.mlinar.hr](http://www.mlinar.hr), it could happen that the information about product availability may not correspond to the situation in the warehouse or production.

If an ordered product is not available in the warehouse / production, the Seller will inform the Buyer of the fact that the product is currently unavailable and about the time within which it can be obtained. The Seller will also offer the Buyer the possibility of purchasing an alternative product from [www.mlinar.hr](http://www.mlinar.hr) which is available for delivery and the characteristics of which are closest to the product that cannot be supplied.

### Product price

Prices shown on the web page [www.mlinar.hr](http://www.mlinar.hr) are expressed in HRK. Cost of VAT is included in the product price. Product price does not include the costs of delivery.

Before confirming the order, there will be separate indication of product price, price of delivery (if applicable), cost of VAT and the final price, so that the Buyer may see the final price he will pay for the ordered purchase.

In the event of payment by e-banking and a general payment slip, costs of payment and/or interbank transaction charges are not included in the price.

Prices, payment conditions and special offers are applicable only at the moment of making the order and/or payment and they may change without prior announcement.

The goods remain the property of the supplier until the invoice is paid in full.

Retail price is the final price in HRK for an individual product, including taxes and other charges, without costs of delivery because the Seller delivers goods only in its branch offices and points of sale.

Keeping in mind that the subject of the contract represents easily perishable goods, goods whose shelf life is about to expire and goods that are not suitable for return due to health protection or hygiene reasons, the consumer's right of withdrawal is excluded in accordance with Article 86 of the Consumer Protection Act.

If the product becomes undeliverable due to the fact that it is not in stock or if the Seller is unable to procure it, the Buyer will be notified in writing. In such case, the Buyer is entitled to withdraw the order/contract or accept a subsequent delivery deadline. The Seller will try to supply all of the ordered items together in a single package. If this is impossible due to the available goods in stock, the Seller reserves the right to deliver the goods in more than one shipment.

### Checking the delivery and liability for damage

If the Buyer notices a defect on the product, he is required to notify the Seller immediately in writing. The complaints deadline is immediately upon receipt because the goods are easily perishable and unsuitable for return due to sanitary and hygienic reasons; however, if different goods are in question, the complaints deadline is immediately but no later than eight days.

In the event of a dispute, the competent court will be the court of subject-matter jurisdiction in the town where the Seller has its registered office.

Complaints regarding defects in the goods are to be made immediately upon receiving the goods, when the damage could not be determined before the original packaging was opened.

### Payment

Payment is possible by using internet banking or by a general payment slip or the PayPal system, or by all means of payment available at the trader's branch office or point of sale at the time of takeover of the goods.

### Complaints, warranty, material defects

In case of complaints about the goods as a result of material defects in them, which could be defects in terms of quantity or quality, please return the goods immediately / refuse to collect it from the Seller or send an e-mail to the Seller's address: [brigaokupcu@mlinargrupa.com](mailto:brigaokupcu@mlinargrupa.com) or contact us by dialling the phone number first above written in this contractual information.

### Liability for material defects

Mlinar as the Seller is liable for material defects in the goods sold by it on its website, in accordance with the laws of the Republic of Croatia. In the event of any material defects or defects in terms of quantity and/or quality or other possible defects, we undertake to replace the product in a reasonable time, in accordance with the Civil Obligations Act.

Ordered products are packaged in a way that will prevent them from being damaged in the course of normal handling operations during transport/delivery.

Consumer is entitled to claim material defect in an item in accordance with the provisions of the Civil Obligations Act (Art. 400 – 422) and in such case, if such defect is identified, the Seller is obligated to first try to rectify it, i.e. to deliver the ordered quantities of goods or replace the product. Withdrawal from contract is possible if the trader is unable to replace the product, or in other words if replacement is no longer possible.

Upon receipt of goods, verification of accuracy of the order depends on the Buyer and the Buyer is obligated to compare the received items against the invoice; if something is missing, the Buyer is required to send a written complaint within no more than 8 days of receiving it, because any subsequent complaints will not be taken into consideration.

In case of visible defect in the product evident at the moment of receiving the shipment, the Buyer is not obligated to accept the delivered product; in other words, the Buyer may refuse to receive it and in such case he will not be required to bear the costs of delivery of such

product. It is considered that products that have been received by the Buyer without any complaint were free of any visible defects. The Buyer is entitled to a complaint regarding material defects, within the time limits and due to reasons regulated by law pertaining to mandatory time limits. The Buyer may send a written complaint to the e-mail address [brigaokupcu@mlinargrupa.com](mailto:brigaokupcu@mlinargrupa.com), by telephone, by dialling 01/ 2382 300 or send it in writing at the following address: MLINAR pekarska industrija d.o.o., Radnička cesta 228 c, 10000 ZAGREB, (City of Zagreb), indicated as "Complaint".

In order to identify as quickly as possible the specific order with regard to which the Buyer has a complaint, the Buyer is required to indicate the order number, invoice number or the Buyer's user name.

#### Right of withdrawal

Only a Buyer who concluded a distance contract in the above described way has the right of withdrawal within 14 days, without indication of the reasons for such withdrawal, if such right applies with regard to the nature and type of product. It is noted that the Buyer does not have the right of withdrawal if the subject of the contract represents easily perishable goods or goods whose shelf life is about to expire, or sealed goods which are not suitable

for return due to health protection or hygiene reasons and were unsealed after delivery, or due to other legally reasons stipulated by law.

If there is a right and a possibility of withdrawal, then the 14-day time limit begins to run as of the day when the Buyer or a third party nominated by the Buyer (who is not the carrier/delivery person) received the goods that are the subject of the contract. If the Buyer ordered multiple items of goods that are to be delivered separately, or if the goods are such that are to be delivered in multiple pieces or shipments, the time limit begins to run as of the day when the last piece or last shipment of the goods was handed over to the Buyer's possession.

The Buyer is obligated to notify the Seller about his decision to terminate the contract before expiration of the time limit for withdrawal. This is to be done by using the withdrawal form, which is available here, where it can be filled in electronically and sent to the e-mail address [brigaokupcu@mlinargrupa.com](mailto:brigaokupcu@mlinargrupa.com) or by submitting any other unambiguous statement expressing the Buyer's intent to terminate the contract. Seller will send confirmation of receipt of notification of withdrawal by e-mail, without delay.

The Seller can be notified by using an online withdrawal form, which can be found below. Once you fill in and send the form, you will get confirmation of receipt of your submission by e-mail, sent to the address you indicated when you filled in the online withdrawal form.

If you withdraw from this contract, we will refund the money we received from you, including costs of delivery, and we will do this without delay and in any case no later than within 14 days of the day when the Seller received withdrawal notification from the Buyer. Costs of return of goods will be borne by the Buyer. Refund will be made the same way that you effected payment. Refund may be performed by the Seller only after the goods have been

returned or after you deliver proof to us of the fact that the goods have been sent back. Buyer is obligated to return the goods immediately, and in any case no later than within 14 days of the day when the Buyer sent his withdrawal decision. Goods are to be returned in a way that can be proven, to the following address:

MLINAR pekarska industrija d.o.o., from Zagreb, (City of Zagreb), Radnička cesta 228 c.

Refund may be performed only after the goods have been returned to us or after you deliver proof of the fact that the goods have been sent back.

It will be considered that the Buyer has withdrawn (and the Seller will not be obligated to give a refund) if the goods are not returned after expiry of the 14-day time limit after the day of sending the withdrawal decision. All direct costs of return of the goods are to be borne by the Buyer himself.

In order to facilitate the Buyers' drawing up of a written withdrawal notice, an informative withdrawal form is provided below. The withdrawal form can also be filled in by clicking at the link provided above.

The Buyer is responsible for all reduction in the value of the goods which is the result of goods handling, except that which was necessary in order to determine the nature, properties and functionality of the goods.

If the product has been returned with a defect, with extensive damage or missing some parts or documents pertaining to it, and if it is not returned within 14 days after the day of sending the decision/statement of withdrawal, it will be considered that the Buyer has not fulfilled his obligation to return the goods and the Seller will not be obligated to give a refund of the payment made.

Consumer does not have the right of withdrawal in situations outlined in Article 89 of the Consumer Protection Act. Consumer should review, in particular, the provision of Article 86, paragraph 1, items 3, 4 and 5 of the Consumer Protection Act. Withdrawal is possible before or during takeover of goods, in accordance with Article 86 of the Consumer Protection Act.

Buyer has no right of withdrawal if:

- The Seller has fully performed a service contract and the performance began with the Buyer's explicit prior consent and his confirmation of the fact that he understands that he will forfeit the right of withdrawal as specified in this section if the services has been provided in full
- The subject-matter of the contract or the service the price of which depends on changes in the financial market which are beyond the Seller's influence and which may happen during the time when the Buyer's right of withdrawal applies
- The subject-matter of the contract represents goods made to the consumer's specifications or have been clearly customized for the Buyer
- The subject-matter of the contract represents easily perishable goods or goods whose shelf life is about to expire
- The subject-matter of the contract are sealed goods which are not suitable

for return due to health protection or hygiene reasons and were unsealed after delivery

- The subject matter of the contract is the supply of goods, which have, due to their nature, become inseparably mixed with other items after delivery
- The subject matter of the contract is the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader
- The consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance where, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or supplies goods other than the replacement parts necessarily used in carrying out the maintenance or in making the urgently required repairs, the right of withdrawal shall apply to those additional services or goods
- The subject matter of the contract is the supply of sealed audio or sealed video recordings or sealed computer software, which were unsealed after delivery
- The subject matter of the contract is the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications
- The contract was concluded at a public auction
- The subject matter of the contract is the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance
- The subject matter of the contract is the supply of digital content not supplied on a tangible medium, and the performance has begun with the consumer's express prior consent, and with his acknowledgement that he will lose the right of withdrawal.

#### Use of product description and product information

Although we have done everything in our power to ensure that the product information provided on the website is accurate, sometimes the composition, quantity of individual ingredients and the nutritive value or allergens contained in the product may change. Consequently, you should definitely read the product label before eating it and we do not recommend that you rely solely on the information published on the website.

Despite the fact that product information is regularly updated, Mlinar waives any liability for inaccurate information. This does not affect your rights under law.

#### Online dispute settlement

In accordance with special regulations of the European Union, it is possible, as of 15 February 2016, to settle any disputes connected with online shopping via a platform that can be accessed HERE:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HR>

This means that, in the event you experience a problem while shopping online in the EU (defective product, inability to have the product replaced, etc.), you may submit your complaint via the link provided above.

This platform may be used by both consumers and traders, and the complaint may be submitted in any of the EU's 23 official languages.

### Contract term

The contract that the Buyer concludes with the Seller is a one-off, distance contract for the sale and purchase of products, and it is performed by delivery of the goods and by payment by the Buyer, unless the contract is terminated before that. The following terms of purchase are an integral part of the contract.

### Sample statement/notification of withdrawal

#### **Withdrawal Notification**

I, \_\_\_\_\_  
(Consumer's first name and last name)

from \_\_\_\_\_  
(Consumer's address: town, street, number)

do hereby declare that I am withdrawing from the contract of purchase of the following goods/service:

\_\_\_\_\_  
(Indicate item name)

under invoice number or order number \_\_\_\_\_  
(Indicate document number)

received on \_\_\_\_\_.

For the purpose of receiving a refund, I hereby provide an account number, in addition to the information provided above (IBAN number):

\_\_\_\_\_.

In \_\_\_\_\_ on \_\_\_\_\_.  
(City/town) (Date)

\_\_\_\_\_  
Consumer's signature (only if this form is filled in on paper).



### Notification about the method of submitting the consumer's written complaint

Any complaints under Article 10 of the Consumer Protection Act (Official Gazette 41/14, 110/15, 14/19, 19/22) may be sent by mail or e-mail.

In order for us to confirm receipt of a written complaint in accordance with Article 10, paragraph 3 of the Act, and then to respond to your complaint, we kindly request that you provide accurate information required in that regard. We are required by law to respond to your complaint in writing within no more than 15 days of the day of receiving your complaint.

If this does not happen, you may refer the matter to the market inspection department of the State Inspectorate.

In the event of a dispute, the trader and the consumer will attempt to resolve it amicably; where this is not possible, the competent court will be the court of subject-matter jurisdiction in the city/town where the trader has its registered office. Dispute settlement is also possible before the Court of Honour of the Croatian Chamber of Economy or other mediation centres, and the inspection of implementation of the Consumer Protection Act is performed by market inspectors of the State Inspectorate.

If you accept the terms indicated in this precontractual information, you also accept the General Terms and Conditions provided at this website <https://mlinar.hr> and all other provisions indicated on this website. If you disagree with any part of this precontractual information or of the General Terms and Conditions, please do not use this website and do not conclude any sale and purchase agreement with us.

Seller reserves the right to change these Terms and Conditions without prior announcement. Terms and Conditions are compliant with the laws of the Republic of Croatia.

### Personal data protection

The company Mlinar pekarska industrija d.o.o. (hereinafter: Mlinar) undertakes to maintain confidentiality of personal data of all persons who provide such personal data to Mlinar in the process of making an order or a purchase, and to treat such data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and with the Act on Implementation of the General Data Protection Regulation and other laws regulating personal data protection.

Mlinar collects consumers' personal data only to the extent necessary to perform its contractual obligations, to fulfil its legitimate interests and its legal obligations or if you have given your consent for the processing of your personal data.

Consumers' personal data will not be available to third parties in any way, except to the extent necessary for performance of contractual obligations, i.e. for the delivery of the order, or in the event that this is required in order to act upon an instruction of any competent authorities of the Republic of Croatia.

### Legal notice

Any documents, photographs or data published on the website [www.mlinar.hr](http://www.mlinar.hr) may not be reproduced, copied, distributed or otherwise used in any commercial purposes without Mlinar's explicit approval. All materials found on the [www.mlinar.hr](http://www.mlinar.hr) website are the exclusive intellectual property of Mlinar and they may only be used with explicit approval of the holder of copyright and the holder of the trademark and/or design rights. Mlinar enables the use of services and the content provide on the website [www.mlinar.hr](http://www.mlinar.hr) as regulated in these terms of purchase.

Privacy Policy pertains to confidentiality of personal data collected in the process of customer registration at the website [www.mlinar.hr](http://www.mlinar.hr) or in the process of registration of customers for receiving product and special promotion information at the website [www.mlinar.hr](http://www.mlinar.hr). This Privacy Policy is an integral part of the Terms of Purchase (Precontractual Information) for the website [www.mlinar.hr](http://www.mlinar.hr).

Mlinar as the provider of website services [www.mlinar.hr](http://www.mlinar.hr) complies with applicable regulations with a view to protecting the privacy of its customers/users, especially with the General Data Protection Regulation.

This document describes how controller MLINAR pekarska industrija d.o.o., Radnička cesta 228 c, Zagreb (hereinafter: Mlinar) processes personal data.

Customers using the website [www.mlinar.hr](http://www.mlinar.hr) (hereinafter: Customers) or Users who wish to receive product and special promotion information (hereinafter: Users) are instructed to read everything provided on this web page in order to better understand what data is collected and processed by Mlinar, for which purpose, based on which legal basis, with whom that data is shared and why, what protection measures it implements and what your rights are in regard to access to personal data, their rectification or erasure, and your right to object.

Each Customer or User who has any questions regarding personal data may send an e-mail to the following address: [zastita.podataka@mlinargrupa.com](mailto:zastita.podataka@mlinargrupa.com).

By accepting this Privacy Policy (by clicking), or upon Customer registration or logging in at the website [www.mlinar.hr](http://www.mlinar.hr) on the part of a User who wishes to receive product and special promotion information in the stores and in the web shop, the Customer or User confirms to have read and understood, and also that they consent to personal data processing as outlined in this statement.

At the moment of registration on the website [www.mlinar.hr](http://www.mlinar.hr) the Customer is required to provide the following information: name and last name, address, city/town, e-mail address and phone number. The Customer may also indicate their sex and year of birth as optional data. If the User intends to take part in prize-winning games or competitions, he may be

requested to provide other personal data as well, such as, for instance, phone number or other, depending on the requirements of the relevant prize-winning game or competition.

If the Customer or User fails to provide the required mandatory data for a specific activity that requires such data, he will not be permitted to take part in that activity because it will be technically impossible to perform it without such data.

Apart from this data, Mlinar also automatically collects data from your computer, which may include your IP address, and there are also situations where we automatically collect other types of data, such as date and time of accessing Mlinar website, information about the hardware, software or browser you are using or about the operating system on your computer, application version or your language settings.

We may also collect information about clicks and websites you have been shown.

Mlinar collects and processes Customer's personal data at [www.mlinar.hr](http://www.mlinar.hr) for the purpose of authenticating the Customers who access the website [www.mlinar.hr](http://www.mlinar.hr), performing the contracts on purchase of goods or services, delivering goods to the Customer, communication with the Customer or any legal proceedings in connection with contract performance. We also partly implement automated processing in order to constantly improve our processes in the interests of the Customers, to make the offered goods or services individualized for the Customer, and to adapt the offer of our products and services to the Customers' habits and needs. Mlinar collects and processes personal data of Customers who log in using their profiles as a Customer on the website [www.mlinar.hr](http://www.mlinar.hr).

Mlinar collects and processes personal data of Users who wish to receive product and special promotion information so that it may send notifications to them, invite them to take part in prize-winning competitions by e-mail, social networks or other communication channels for which the Customer had previously registered, for the requirements of any legal proceedings connected with contract performance, or for the requirements of creating a user profile with a view to individualizing notifications, or for market research and for improving the efficiency and quality of our services.

Mlinar pays special attention to protection of personal data of children and persons under the age of 16, because children deserve special protection in regard to their personal data seeing as they may be less aware of the risks, consequences and relevant protection measures or their rights in connection with personal data processing. This right to protection pertains especially to processing and using personal data of children for the purpose of marketing or for creating personal or user profiles and collecting children's personal data when they are using services offered directly to the child. Consent of holder of parental responsibility is not necessary at the moment of registration at the website [www.mlinar.hr](http://www.mlinar.hr), but if the User indicates his year of birth and registers as an underage person, Mlinar will take special care when processing that User's personal data in the context of its services and offering marketing activities; it will make sure that all information and communication is given using clear and simple language that the child can easily understand. If we find that such data has been provided to us without consent of a parent or guardian of a child who is under 16, that data

will be erased without delay. No part of the website [www.mlinar.hr](http://www.mlinar.hr) has been designed to attract anyone under the age of 16.

Mlinar will not collect or process any special categories of personal data within the meaning of Article 9, paragraph 1 of the General Data Protection Regulation (such as information about your health or your religious beliefs).

By providing his personal data and by confirming (clicking) to accept the General Terms and Conditions, this Privacy Policy and the terms of use of personal data, the Customer enters into a contractual relationship which serves as the basis for purchasing products and services that the Customer chooses on the website [www.mlinar.hr](http://www.mlinar.hr) and which is contained in the Terms of Purchase (Precontractual Information); consequently, processing of such personal data is legal because it involves taking action at the Customer's request in order to perform the transaction of purchasing products and services in accordance with the Customer's order.

A User who registers for the selected Mlinar's service at the website [www.mlinar.hr](http://www.mlinar.hr) can opt to receive product and special promotion information, by entering his data at the web page [www.mlinar.hr](http://www.mlinar.hr) and selecting the option of consent for marketing purposes.

Mlinar will not share the Customer's or User's personal data with any other parties, except in case defined in the following item and in situation when this is required under law.

When the performance of a contract for the purchase of products and services in accordance with the Customer's order requires it, Mlinar will share the Customer's personal data with the following persons:

1. Providers of the service of distribution of goods with whom it has an open-ended contract, for the purpose of performing orders, making payments, delivering packages, sending mail or e-mail. Providers of the service of distribution may request the Customer to show his identity card at the moment of delivering the package (when collecting goods personally), all with the aim of performing the package delivery service and making a record of the person who collected the package. If the Customer refuses to provide this information, the package will not be handed over to him.

- 2 Sponsors of prize-winning games and competitions in the process of handing over the prize to the winner, when Mlinar (who is the organizer of the prize-winning competition) indicated in the competition rules that the handing over of the prize to the winner will be organized by the sponsor.

- 3 Third parties, when such processing is required in order to fulfil the legal obligations of the controller or with the aim of fulfilling tasks of public interest (e.g., for the Ministry of the Interior or alike).

#### Data retention period

Mlinar will retain the personal data of registered Customers using the website [www.mlinar.hr](http://www.mlinar.hr) for as long as the purpose of processing is being performed, which is the

period between the moment the registration becomes active and six months after the end of Customer's registration, during which time any possible complaints from the previous period will be handled. Mlinar retains personal data of registered User who wish to receive product and special promotion information for as long as the purpose of processing is being performed or until consent is revoked.

Customer and User may request and obtain from Mlinar the complete information about the personal data that has been stored by it, or rectification of that data, by sending an e-mail to the address of the data protection officer: [zastita.podataka@mlinargrupa.com](mailto:zastita.podataka@mlinargrupa.com).

#### Erasure of personal data (right to be forgotten)

Customer or User has the right to request erasure by Mlinar of his personal data (right to be forgotten) Customer may do that by sending a request to the e-mail address of the data protection officer and the relevant data will be erased within thirty days. Information about purchases on the web shop remain stored in the invoice pertaining to the relevant purchase in accordance with other legal obligations. User has the option to submit a request for erasure in each notification received from Mlinar by e-mail or he may send an e-mail to the e-mail address of the data protection officer, requesting his personal data to be erased.

In accordance with relevant regulations, Mlinar has appointed a Data Protection Officer who can be contacted in connection with any questions regarding the processing of your personal data or exercising your rights to personal data protection. Contact details: [zastita.podataka@mlinargrupa.com](mailto:zastita.podataka@mlinargrupa.com).

#### Right to object

If, despite all the measures implemented with a view to protecting your personal data, you find that you have reason to object, please contact the data protection officer at the e-mail address [zastita.podataka@mlinargrupa.com](mailto:zastita.podataka@mlinargrupa.com).

A Customer has the right to file a report to the competent body of the Croatian Personal Data Protection Agency.

#### Changes of the Privacy Policy

Mlinar may change this Privacy Policy at any time by publishing the amended text of the Privacy Policy at the website [www.mlinar.hr](http://www.mlinar.hr). As a result, Mlinar recommends that Customers and Users occasionally check this Privacy Policy for changes. If a Customer or User disagrees with this Privacy Policy, we instruct such Customer or Buyer to leave the website [www.mlinar.hr](http://www.mlinar.hr) and not access it or use it any more.

[Download the Personal Data Rectification or Erasure Form](#)  
[Download the Withdrawal Form \(pdf\)](#)