

GENERAL TERMS OF USE OF THE SIGILLUM.ME WEBSITE

Effective date: the date on which these Terms are first published on the Website

1. General provisions

These General Terms of Use govern access to and use of the **sigillum.me** website, including its pages, content, documents, contact forms and other functionalities available to visitors and users.

For the purposes of these Terms:

- “**Website**” means the sigillum.me website;
- “**Company**” means SIGILLUM CO d.o.o. Podgorica;
- “**User**” means any natural or legal person accessing or using the Website;
- “**Terms**” means these General Terms of Use.

By accessing or using the Website, the User confirms that they have read and understood these Terms and agree to comply with them. A User who does not agree with these Terms should discontinue use of the Website.

These Terms govern the use of the Website and do not, by themselves, constitute terms of sale, a contract for the sale of goods, a contract for professional services or any other individual agreement between the Company and the User.

2. Information about the service provider

The owner and provider of the Website is:

DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU SIGILLUM CO DOO

Short business name: **SIGILLUM CO d.o.o. Podgorica**

Registered office: Ul. Franca Rozmana bb, Podgorica, Montenegro

Tax identification number: 02258749

Registration number: 5-0018025/019

VAT registration number: 30/31-00917-8

Email: info@sigillumco.me

Telephone: +382 20 612 300

Website: sigillum.me

3. Purpose of the Website

The Website is intended to present the Company, its business activities, products, brands, projects, references, engineering and other services and to facilitate communication with prospective and existing clients, business partners and other interested persons.

The Website may contain catalogues, photographs, technical descriptions, drawings, specifications, indicative prices, promotional materials, news, contact information and functionalities for submitting enquiries or requests for quotations.

The Company may modify, supplement, remove or temporarily make unavailable any part of the Website, product, service or content.

4. Permitted use

The User may use the Website only for lawful personal or legitimate business purposes and in accordance with these Terms.

A User accessing or using the Website on behalf of a legal entity confirms that they are authorised to act on behalf of that entity.

Use of the Website does not grant the User any ownership right, licence or other right in the Website content, except for the limited right to view and use the content in accordance with these Terms.

5. Product and service information

Information published on the Website is primarily general, promotional and informational in nature.

The Company endeavours to keep product and service information accurate and up to date but does not guarantee that all descriptions, photographs, dimensions, shades, technical characteristics, availability or other information will at all times fully correspond to the product available for delivery.

The appearance of a product on a screen may differ from its actual appearance due to device settings, lighting, photography, production batches or changes made by the manufacturer.

Manufacturers may change specifications, design, packaging, markings or individual product characteristics without prior notice to the Company.

For a specific purchase or project, the information contained in the applicable written quotation, order confirmation, manufacturer's technical documentation and concluded agreement shall prevail.

6. Technical and professional information

Technical information, calculations, examples, drawings, recommendations and other professional content made publicly available on the Website do not constitute an individualised professional opinion, project, supervision, suitability assessment or guarantee that a particular product is appropriate for a specific purpose.

The User should not base decisions concerning design, sizing, installation, connection, safety or maintenance solely on information published on the Website.

Before purchasing or installing a product, the User should review the manufacturer's technical documentation, conditions at the relevant location, applicable standards and regulations and, where appropriate, consult an authorised designer, engineer, contractor or other qualified professional.

Separately commissioned engineering, design, consulting or other professional services shall be governed by the applicable quotation or separate agreement.

7. Prices and availability

Unless expressly stated otherwise on the Website, prices and other commercial information displayed on the Website are indicative and do not constitute a binding offer by the Company.

The final price, VAT, transport, delivery, installation, commissioning, additional materials and other costs shall be specified in a written quotation, order confirmation or separate agreement.

Publication of a product on the Website does not guarantee that the product is in stock, immediately available or capable of being delivered within a particular period.

The Company may correct an obvious error in a price, description, calculation or other information before an agreement is concluded.

8. Enquiries, quotations and conclusion of contracts

Submission of a contact form, request for quotation, technical enquiry, product list or other message through the Website does not constitute an order accepted by the Company and does not, by itself, result in the conclusion of a contract.

An automated confirmation that a message has been received does not constitute acceptance of an order or offer.

A contract shall be concluded only when the Company expressly confirms an order in writing, the User accepts a valid quotation in the prescribed manner or the parties enter into a separate agreement.

A quotation issued by the Company shall remain valid for the period stated in that quotation. Where no validity period is stated, the quotation is not required to remain valid following changes in prices, availability, exchange rates, procurement costs or other relevant circumstances.

Where the Website subsequently permits direct ordering or payment, such purchases shall also be governed by additional terms of sale, delivery, complaints and returns displayed to the User before the order is confirmed.

9. Information and content submitted by the User

The User is responsible for ensuring that information submitted through the Website is accurate, complete and lawfully obtained.

The User must not submit content that:

1. is unlawful, offensive, misleading or threatening;
2. infringes intellectual property rights, privacy or other rights of a third party;
3. contains malicious code, a virus or another harmful element;
4. contains data of third parties for whose submission the User has no appropriate legal basis;
5. is unrelated to a legitimate purpose of communicating with the Company.

By submitting an enquiry, documentation or other content, the User authorises the Company to use, store, copy and disclose that content to its employees, contractors, suppliers or manufacturers to the extent necessary to process the enquiry, prepare a quotation, provide the requested service or comply with a legal obligation.

The User should not submit confidential business information, trade secrets or particularly sensitive information unless this is necessary and an appropriate method of submission has been agreed in advance.

10. User accounts

Where the Website enables a User to create an account, the User must keep their access credentials confidential and shall be responsible for activities carried out through their account.

The User must promptly notify the Company if they suspect unauthorised use of their account or access credentials.

The Company may suspend or terminate an account where there is a reasonable suspicion of misuse, a security risk, a breach of these Terms or unlawful conduct.

11. Intellectual property rights

The Website and its content, including texts, photographs, graphics, logos, visual identity, catalogues, drawings, databases, videos, structure, design and software code, are protected by copyright, trademark and other intellectual property laws.

The relevant rights are owned by the Company or the applicable author, manufacturer, supplier or licensor.

The User may view and, where technically enabled, download or print individual content solely for their own informational and non-commercial use or for the purpose of considering a business relationship with the Company.

Without the prior written consent of the relevant rights holder, the User must not:

- reproduce, publish or distribute content;
- sell, lease or otherwise commercially exploit content;
- modify, translate or create derivative works;
- remove copyright, trademark or source notices;
- systematically download or automatically collect content or create a database from it;
- present content as the User's own content.

Names and trademarks of manufacturers and other third parties belong to their respective owners.

12. Prohibited use

The User must not:

1. use the Website in breach of applicable law or the rights of another person;
2. attempt to obtain unauthorised access to the Website, servers, accounts or information systems;
3. interfere with the operation, security or availability of the Website;
4. introduce or distribute viruses, malicious code or other harmful technologies;
5. falsely represent themselves as another person or as a representative of the Company;
6. use automated tools to download content in bulk unless expressly authorised;
7. use the Website to send unsolicited commercial communications;
8. circumvent technical or security measures implemented on the Website.

The Company may restrict or prevent access by a User acting in breach of these Terms.

13. External links and third-party content

The Website may contain links to websites operated by manufacturers, suppliers, social media platforms or other third parties.

The Company does not control such websites and is not responsible for their availability, security, content, accuracy, processing of personal data or terms of use.

The inclusion of a link does not mean that the Company endorses all information, products, services or opinions available on the external website.

The User accesses external websites at their own responsibility and should review the applicable terms of use and privacy policies.

14. Website availability and security

The Company will take reasonable measures to maintain the functionality and security of the Website but does not guarantee that the Website will always be available, operate without interruption or be entirely free from errors, viruses or other harmful components.

Access may be temporarily restricted due to maintenance, updates, security reasons, technical problems, actions of hosting or telecommunications providers or circumstances beyond the Company's reasonable control.

The User is responsible for appropriately protecting their device, software, data and internet connection.

15. Limitation of liability

To the extent permitted by applicable law, the Company shall not be liable for damage arising from:

- use of or inability to use the Website;
- reliance solely on general or informational content published on the Website;
- temporary unavailability, technical errors or loss of data;
- actions of third parties or use of external websites;
- unauthorised access that the Company could not have prevented by applying reasonable measures.

The Company shall not be liable for indirect or consequential loss, loss of profit, loss of business opportunity or loss of data, except where such limitation is not permitted by applicable law.

Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited or any mandatory statutory rights available to consumers.

16. Consumer rights and complaints

These Terms do not limit any rights available to consumers under the Consumer Protection Act, the Law on Obligations or other mandatory legislation.

Where a consumer purchases goods or contracts a service from the Company, their rights relating to conformity, warranties, complaints, termination and other legal remedies shall be governed by applicable law and the relevant contract or terms of sale.

A complaint or objection may be submitted to:

SIGILLUM CO d.o.o. Podgorica

Ul. Franca Rozmana bb, Podgorica, Montenegro

Email: info@sigillumco.me

Telephone: +382 20 612 300

An objection should contain information allowing the relevant purchase or service to be identified, a description of the issue, the complainant's contact details and, where applicable, an invoice, order confirmation, photographs or other relevant documentation.

The Company shall consider complaints and objections and respond to them in accordance with the time limits and procedure prescribed by applicable law.

The consumer retains access to judicial remedies and out-of-court methods of protecting rights provided by law.

17. Privacy and cookies

Personal data collected through the Website shall be processed in accordance with applicable law and the Company's Privacy Policy.

Information concerning the types of cookies used, their purpose, duration and the manner in which consent may be managed should be provided in a separate Cookie Policy and through an appropriate consent management mechanism.

These Terms do not replace the Privacy Policy or Cookie Policy, which constitute separate documents made available on the Website.

18. Amendments to the Terms

The Company may amend these Terms from time to time to reflect changes to the Website, its business, technology or applicable law.

Amended Terms shall apply from the date on which they are published on the Website, unless a later effective date is stated.

Amendments shall not apply retroactively to contracts already concluded, unless expressly agreed or required by law.

The User is advised to periodically review the applicable version of the Terms.

19. Governing law and dispute resolution

These Terms and use of the Website shall be governed by the laws of Montenegro.

The Company and the User shall endeavour to resolve any dispute amicably.

Where a dispute cannot be resolved amicably, it shall be submitted to the court having subject-matter and territorial jurisdiction under applicable law.

Where legally permitted, disputes involving Users who are not consumers shall be subject to the jurisdiction of the appropriate court in Podgorica.

This provision does not restrict a consumer's right to bring proceedings before a court or other body having jurisdiction under mandatory law.

20. Language versions

These Terms may be published in Montenegrin and English.

The English version is a translation of the Montenegrin version. In the event of an inconsistency or difference in interpretation, the Montenegrin version shall prevail, except where mandatory law requires otherwise.

21. Severability and no waiver

Where any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be enforced to the greatest extent permitted by law or treated as severed, without affecting the validity of the remaining provisions.

A failure by the Company to exercise a particular right or remedy shall not constitute a permanent waiver of that right or remedy.

22. Contact

Questions concerning the Website or these Terms may be submitted to:

SIGILLUM CO d.o.o. Podgorica
UI. Franca Rozmana bb

Podgorica, Montenegro
Email: info@sigillumco.me
Telephone: +382 20 612 300
