

GENERAL TERMS AND CONDITIONS OF EKOSEN D.O.O.

1. VALIDITY OF THE GENERAL TERMS

1.1. These general terms and conditions apply between the buyer and the company EKOSEN d.o.o., Ptujška cesta 17, SI-2204 Miklavž na Dravskem polje, Slovenia, phone: +386 2 620 81 99, e-mail: info@ekosen.si as the seller (hereinafter: the seller) in connection with by the buyer purchasing the seller's goods.

1.2. A buyer is any person who has a valid agreement to purchase the seller's goods with the company EKOSEN d.o.o.

1.3. A confirmed and paid offer received by the buyer from the seller is considered a valid agreement for the purchase of goods.

1.4. All contractual agreements between the seller and the buyer regarding the purchase of goods are regulated in these general terms and conditions and in the specific order/offer.

1.5. The general terms and conditions, which are changed if necessary, are published on the website of the company ekosen.si, and if desired, they can also be sent to the customer's e-mail.

2. INVALIDITY OF OTHER CONTRACTUAL CONDITIONS

2.1. These general terms and conditions prevail over the contrary contractual terms of the buyer or the contractual terms of another person that deviate from these general terms and conditions.

2.2. These general terms and conditions also apply if the seller is aware of the existence of contrary or different contractual terms of the buyer or other person to perform any performance or other implied conduct, which could be considered confirmation of contrary or different contractual terms of the buyer or other person. The validity of the latter is in any case excluded. This also applies if the contractual terms of the buyer or other person could be considered accepted after the inclusion of these general terms and conditions.

3. PERSONAL VALIDITY

3.1. Only the general terms and conditions set out in this document apply between the seller and all persons considered to be consumers within the meaning of consumer law.

3.2. In the case referred to in the previous point, in any case, the provisions of consumer law shall also apply in a complementary manner, which in any case shall prevail over any contrary provisions of these General Terms and Conditions..

4. VALIDITY IN RELATION TO CONSUMERS

At the time of purchase, the buyer is bound by the general conditions in force at the time of purchase. When placing an order, the buyer is always reminded of the general conditions that are valid at that time, and the knowledge and agreement with them is confirmed by placing an order or by confirming the received offer (payment).

5. VALIDITY IN RELATION TO FOREIGNERS

These general terms and conditions apply regardless of the statutory or actual registered office of the buyer and regardless of his actual ability to understand the language in which these general terms and conditions are drawn up. Under the terms of consumer law, the buyer may request the conclusion of a contract on the basis of these general terms and conditions in another language.

6. ADVERTISING

6.1. Seller's posts represent a display of the basic terms of purchase, unless expressly stated elsewhere in the post.

6.2. The seller guarantees the characteristics of the goods, which are listed as such in the seller's advertising, catalogs and websites.

6.3. The purchase of used or exhibits is clearly stated in the offer received by the buyer from the seller. By confirming the offer (making a payment), the buyer confirms that he has been acquainted with the stated characteristics of the goods and accepts this. In this case, the seller does not guarantee delivery in the original packaging, but in the appropriate packaging.

7. GENERAL PAYMENT METHODS

EKOSEN d.o.o. enables the buyer from the territory of the Republic of Slovenia to pay for the purchase in the following ways (for payments from abroad, only the payment of 100% of the advance is valid):

- payment by proforma invoice and direct bank transfer to the seller's bank account,
- payment with payment cards (Activa, Visa, Visa Electron, Mastercard, Maestro, Diners),
- installment payment with Diners card,
- payment in installments with a Mastercard card (we accept cards from all banks, except NLB bank installment payment cards) (we use SIX Payments POS terminals)).
- The company does not operate with cash in its branches.

EKOSEN d.o.o. allows the buyer to pay for the purchase under the conditions in the following general conditions:

7.2. Payments shall be made exclusively in euro or, if the seller's registered office is outside the euro area, in the currency which represents a valid means of payment in the seller's country of residence.

7.3. When choosing payment by proforma invoice and making a direct bank transfer, the buyer is entitled to an additional 3% general discount. The amount of the general discount and the amount required for payment are printed on the offer received by the buyer from the seller.

7.4. Natural persons have the option of paying for the offer in two parts in a ratio of 60:40, if they also order the installation from the seller. 60% of the payment ensures that the buyer opens a work order and hands over the order processing to one of the seller's official installers. The buyer undertakes to make the remaining 40 % of the purchase price paid on the day of installation. When choosing the option of payment in the ratio of 60:40, the buyer is not eligible for the 3% general discount.

7.5. When choosing payment by debit card or any installment payment card, the customer is not entitled to a 3% general discount.

7.6. Legal entities can confirm the purchase either by submitting an official order form or by direct transfer of the purchase price on the seller's bank account. In both cases, the buyer is entitled to an additional 3% of the general discount.

7.7. In the case of confirmation of the purchase of legal entities with the order form, the deadline for payment is considered to be the agreed payment terms between the parties, which must also be written on the order form in question.

7.8. The Buyer agrees that in the event of suspected misuse of any method of payment, the Seller may, at its discretion, submit any relevant transaction to the competent authorities without prior notice.

7.9. The Buyer is aware of and agrees that its payment service provider may charge the Buyer for the purpose of fulfilling the Buyer's payment obligations in connection with the purchase under these General Terms and Conditions that are not known to the seller. The buyer agrees to bear such costs himself.

7.10. In the case of goods for which, according to the Rules on the Implementation of the Value Added Tax Act, the application of a reduced rate of value added tax or the application of Article 76.a is permissible, the buyer liable for value added tax declares that he/she is the direct investor and thus entitled to a reduced or reversed rate of value added tax.

8. DELIVERY OF GOODS

8.1. The seller enables delivery both in Slovenia and in the EU, as well as delivery to third countries.

8.2. The seller is a contractual partner with Pošta Slovenije, which delivers the goods to the seller, so that the official delivery deadlines of Pošta Slovenije apply to the delivery times.

8.3. If the buyer also chooses the assembly service from the seller, he also has the option to have the goods delivered to him on the day of assembly. The goods in this case are delivered by the assigned installer.

8.4. Postage for delivery to the customer in the territory of Slovenia is free of charge, except for items for which it is specifically specified that the delivery service will have to be paid for at the time of purchase.

8.5. Postage to other EU countries and third countries is charged according to the official price lists of the delivery person who will make the delivery.

8.6. The choice of the delivery service is the responsibility of the seller.

8.7. In case of perceived problems with the fulfillment of the buyer 's payment obligation, the seller may send the goods or even the mere delivery of the goods to the buyer after dispatch is at its discretion to postpone or cancel until the buyer's payment obligation is fully met.

9. WARRANTY, WARRANTY FOR ERRORS

9.1. For the purchase of goods, the buyer receives an official warranty card from the seller. The warranty card is handed over to the buyer together with the final invoice of the seller either upon delivery of the goods without assembly, or after the assembly of the purchased goods.

9.2. Warranty conditions are written on the warranty card itself and specified for each product separately.

9.3. For certain items, the seller also offers the option of paying extra to extend the warranty period of certain goods (hereinafter: extended warranty). In this case, for issues where the warranty deviates from the general terms of the warranty period or regulation, the provisions of the extended warranty apply.

9.4. Each guarantee is valid only in accordance with the instructions on the guarantee certificate and against the submission of the guarantee certificate and invoice.

9.5. If there is no information about the extended warranty on the documents from the previous point, in any case it is considered that there is no extended warranty.

9.6. The seller is liable for material defects of the goods in accordance with the provisions of civil law (Code of Obligations and Consumer Protection Act). Consumers are subject to the provisions of consumer protection law, even if they derogate from the rules set out below.

9.7. The seller must deliver the goods to the buyer in accordance with the contract and is liable for material errors of its fulfillment.

9.8. The provisions of the Code of Obligations and the Consumer Protection Act apply to a material defect (definition of a material defect, enforcement of a material hood, deadline for claiming a material defect, notification of a material defect, obligation of the seller to rectify a material defect, etc.).

9.9. The buyer must notify the seller of the material defect in writing, either by letter sent by post to the company's headquarters or by e-mail: podpora@ekosen.si.

10. CONTRACT WITHDRAWAL

10.1. Legal advice on withdrawal from a distance purchase contract

When buying at a distance, the consumer has the right to withdraw from the contract within 14 days without giving reasons. The withdrawal period expires in 14 days:

- from the date on which the purchaser or a third party acquires physical possession of the goods, other than the delivery service designated by the purchaser,

- from the day on which the buyer or a third party, other than the delivery service designated by the buyer, acquires physical possession of the last piece of goods, in the case of a contract consisting of several pieces of goods ordered by the buyer in one order,

- from the date on which the buyer or a third party, other than the delivery service designated by the buyer, acquires physical possession of the last consignment or piece of goods, if the delivery of the goods consists of several consignments or pieces,

- from the day when the invoice and warranty card are handed over to the buyer - in cases of installation by the seller or the official installer of the seller.

10.2. In order to exercise the right of withdrawal, the consumer or buyer must inform the seller with an unequivocal statement or by letter to the company's official headquarters: EKOSEN d.o.o., Ptujška cesta 17, SI-2204 Miklavž na Dravskem polje, Slovenia, or by e-mail: info@ekosen.si about the decision to withdraw from this contract. In order to comply with the time limit for withdrawal from the contract, it is sufficient that the notice relating to the exercise of the buyer's right of withdrawal is in accordance with the time limits set out in the previous point.

10.3. Effects of withdrawal:

If the buyer withdraws from the contract, the seller shall refund all payments received without undue delay and in any case no later than 14 days from the date of receipt of the notice of withdrawal. The only cost borne by the consumer or buyer in connection with the withdrawal from the contract is the cost of returning the goods. The goods must be returned to the seller immediately from the submitted notice of withdrawal from the contract (purchase) to the company's headquarters.

Goods received must be returned undamaged, unused and in unaltered quantity and originally packaged, unless the goods have been destroyed, damaged, lost or their quantity has decreased without the fault of the buyer. When returning items where discount codes have been used, these funds are considered a discount and will not be refunded upon return. Only the amount paid is refunded.

11. THE POSSIBILITY OF A DEPOSIT

With a 60% advance payment, the amount to be paid is reduced by 200.00 EUR. If the payment has not been made, it is necessary to prepare a new offer with new payment terms.

With a 100% advance payment, the amount to be paid is reduced by 200.00 euros and has a 3% general discount. If the payment has not been made, it is necessary to prepare a new offer with new payment terms.

Payment of the amount of 200.00 EUR represents the payment of the deposit for the submitted offer. The buyer is obliged to pay the full amount of the offer for which he paid the deposit within 6 months from the date of payment of the deposit. Ara is included in the purchase price upon payment of the entire offer. If the full amount of the offer is not settled within 6 months from the date of payment of the deposit, the buyer is considered to have withdrawn from the contract. Either party may withdraw from the contract. The contracting parties agree that in the event of withdrawal from the contract, the deposit has the function of withdrawal. If the contracting party that gave the deposit (buyer) resigns, he loses it, but if the contracting party that received the deposit (seller) resigns, he must pay double the amount of the deposit (Article 68 of the Code of Obligations).

Deposit applies only to natural customers from the territory of the Republic of Slovenia.

12. VAT RATES

12.1. The general VAT rate is 22%.

12.2. In the case of the purchase of goods by a natural person with the installation service included, such a buyer is entitled to a reduced VAT rate of 9.5%, assuming that the buyer is a Slovenian citizen and that the installation is performed at a facility located in Slovenia.

12.3. In the case of purchases of goods by legal entities, the general 22% tax rate applies.

12.4. When purchasing goods by legal entities with the assembly service included by the seller, the buyer is entitled to purchase the goods under Article 76.a of ZDDV-1, and the obligation to pay tax is transferred to the buyer.

13. RESERVATION OF PROPERTY RIGHTS

13.1. Until the full payment of all payment obligations by the buyer, the goods sold remain the property of the seller.

13.2. The buyer must store and handle the goods, subject to the reservation of property rights, in accordance with the diligence of a good manager. Any change in the place where the goods are located, as well as interventions by the buyer or third parties, especially possible seizures, the buyer must immediately notify the seller in writing, in case of seizure by submitting a copy of the seizure report. The costs of the necessary elimination of the consequences of seizures or interventions or delivery to the original location of the goods shall be borne by the buyer.

13.3. The buyer undertakes to protect the seller's property rights even if he sells the sold goods to third parties or if the goods are intended for third parties. In particular, the buyer must explicitly point out in writing the existence of a reservation of title to the seller.

14. ASSEMBLY AND DISASSEMBLY OF GOODS AND CEILING

14.1. Any unforeseen installation problems caused by poor performance of the existing facility and installations are charged extra. The price of installation includes connection to the existing installation in the space. In case of a new installation, additional costs are charged.

14.2. The buyer confirms that EKOSEN d.o.o. noted that the load-bearing capacity of the ceilings to which the IR-heating panels will be attached is adequate and will statically transfer the weight of the panels without any deformations and other negative effects on the ceiling structure. The buyer confirms that the ceiling is made in accordance with the project documentation and applicable technical norms and standards. The weights of the IR-heating panels are listed on the offer.

The buyer is aware that EKOSEN d.o.o. and subcontractor of Ekosen - installer / electrician in case of installation of IR-heating panels on the ceiling, (not reinforced concrete, but made of building materials of lower load-bearing capacity: gypsum boards, Knauf, Armstrong, wood, reed, Monta, brick modules, etc.), do not assume the responsibility for the quality of construction materials and construction work performed before installation and the load-bearing capacity of the ceiling after installation. In this case, the customer assumes all responsibility in the event of a fall of the installed

IR-heating panel due to inadequate load-bearing capacity of the ceiling and, consequently, material or other damage.

In the case of own installation, the customer assumes all responsibility in the event of a fall in the IR-heating panel due to inadequate load-bearing capacity of the ceiling or unprofessional installation, and consequently material or other damage.

15. COMPLAINT REPORT

15.1. Complaints must be reported in writing or by e-mail: podpora@ekosen.si or by letter to the company's headquarters: EKOSSEN d.o.o., Ptujška cesta 17, 2204 Miklavž na Dravskem polje, Slovenia, and it is mandatory to inform the consultant / marketer who prepared the offer to the client.

15.2. In the e-mail or in the letter sent by post, a copy of the invoice and a copy of the guarantee certificate must be delivered at the same time as the description of the complaint.

15.3. The time for resolving a complaint is determined by law.

16. FORCE MAJEURE

Seller assumes no responsibility for any damage, delay or deficiencies in the operation of the Ekosen IR-heating system (IR-panels and IR Sun regulators) and the IRSUN mobile application resulting from force majeure or events that could not be influenced and/or prevented.

17. PROTECTION OF PRIVACY

The personal data protection policy is published on the website of Ekosen d.o.o. in pdf document https://ekosen.si/sites/default/files/GDPR_Ekosen.pdf.

18. ENVIRONMENTAL RESPONSIBILITY

Ekosen d.o.o. according to the principle of extended producer responsibility, performs its obligations arising from the European directives 2002/96 / EC and 2006/66 / EC, "Decree on waste electrical and electronic equipment" (Official Gazette of the Republic of Slovenia, No. 55/2015) joint management plan for waste electrical and electronic equipment of Trigana d.o.o.

19. HANDLING OF ELECTRICAL AND ELECTRONIC EQUIPMENT

The crossed-out wheeled bin symbol on the product, its packaging or in the instructions for use means that the appliance must not be disposed of as mixed municipal waste and that it was placed on the market after 13 August 2005. The buyer's duty is to hand it over to special collection points for separate waste collection within the local municipal service. A waste device or appliance can also be handed over to a dealer or distributor directly when purchasing a similar product. By doing so, you respect legal obligations and contribute to the protection of the environment. Separate collection and recycling of WEEE prevents the negative consequences of environmental pollution and health hazards that can occur due to improper disposal of the product, and also enables the recovery of the material from which it is made, saving energy and natural resources. If the product that the customer wants to dispose of is still working, hand it in at one of the reuse centers. This will extend its lifespan and prevent it from ending up prematurely among the waste.

20. VALIDITY

These General Terms and Conditions shall apply and are used from, 17 May 2021.