

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

## 1. VALIDITY OF THE GENERAL TERMS AND CONDITIONS

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 polju, telephone: +386 2 620 81 99, e-mail: info@ekosen.si, as the seller (hereinafter: the seller) in connection with the buyers purchase of the seller's goods.

1.2. The buyer is any person who has a valid contract with the company EKOSEN d.o.o. for acquisition of goods.

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 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 customers e-mail adresse.

## 2. EXCLUSION OF OTHER TERMS AND CONDITIONS

2.1. These terms and condition supersede any other terms and conditions of the purchaser or contractual terms of another person, who are different from these terms.

2.2. These terms and condition supersede and apply even when contradictory terms or other contractual obligations of the purchaser or another person acts in an implicit manner. The validity of such terms is excluded. This also applies if the contractual terms of the purchaser or another person would become applicable following General Terms and Conditions.

## 3. VALIDITY IN TERMS OF PERSON

3.1. Only General Terms and Conditions, as set out in this documents, apply in terms of the governing legislation between the seller and any person making a purchase.

3.2. As per above, in any eventuality the statutory terms as set out in the relevant legislation, supersede the General Terms and Conditions.

## 4. VALIDITY IN TERMS OF A PURCHASER (BUYER)

At the time of purchase, the buyer is bound by the General Terms and Conditions that are valid 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 the order or by confirming the received offer (payment).

## 5. VALIDITY IN TERMS OF A PURCHASER NOT PRIMARILY REGISTERED IN THE SAME COUNTRY AS THE SELLER

These General Terms and Conditions apply regardless of the statutory or actual primary location of the purchaser. The General Terms and Conditions also apply regardless of the purchaser's ability to understand any languages that the General Terms and Conditions are written or relayed in. Under the terms of the current statutory legislation, the purchaser has a right to request for a transaction under these terms and conditions to be completed in another language.

## 6. ADVERTISING

6.1. Notifications from the seller show basic terms of purchase, unless it is explicitly explained otherwise in the notification.

6.2. The seller guarantees the characteristics of the goods, which are listed as such in the sellers advertising, catalogs and on 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 the payment), the buyer confirms that he has been acquainted with the stated characteristics of the goods and also accepts this. In this case, the seller does not guarantee delivery in the original packaging, but in suitable packaging.

## 7. GENERAL INFORMATION REGARDING THE PAYMENT

7.1. The company 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 100% advance payment is valid):

- payment by proforma invoice and execution of a direct bank transfer to the seller's bank account,
- payment by payment cards (Activa, Visa, Visa Electron, Mastercard, Maestro, Diners),
- payment in installments with a Diners card,
- payment in installments with a Mastercard card (we accept cards from all banks, except for the NLB bank payment card) (we use POS terminals from SIX Payments)).

The company does not operate with cash in its branches.

The company EKOSEN d.o.o. enables 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 a currency which is a valid means of payment in the seller's country of establishment.

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 written 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 processing of the order to one of the seller's official installers. The buyer undertakes to make the remaining 40% purchase price settled on the day of installation. When choosing the option of payment in the ratio of 60:40, the buyer is not entitled to a 3% general discount.

7.5. When choosing to pay by debit card or any instalment 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 to the seller's bank account. In both cases, the customer is entitled to an additional 3% general discount.

7.7. In the case of confirmation of the purchase of legal entities with the purchase order, the mutually agreed payment terms apply as the payment deadline, 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 at his discretion, the seller may submit any relevant transaction to the competent authorities without prior notice.

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

7.10. If the goods are 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 is direct the 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 on the territory of Slovenia and on the territory of the EU, and delivery to third countries.

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

8.3. If the buyer also chooses the assembly service at 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 of delivery to the buyer in the territory of Slovenia is free of charge, except for items for which it is specifically specified that at the time of purchase it will be necessary to pay extra for the delivery service.

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

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

8.7. In case of perceived problems with the fulfilment of the buyer's payment obligation, the seller may not send the goods or even postpone and cancel the mere delivery of goods to the buyer after dispatch at its discretion until the full fulfilment of the buyer's payment obligation.

## **9. WARRANTY & DEFECTS**

9.1. The buyer receives an official warranty certificate from the seller for the purchase of goods. The warranty certificate 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 completion of the assembly of the purchased goods.

9.2. The warranty conditions are written on the warranty certificate and specified for each product separately.

9.3. For certain items, the seller also offers the possibility of additional payment for the extension of 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 warranty is valid only in accordance with the instructions on the warranty certificate and against the submission of the warranty certificate and invoice.

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

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.

9.8. The conditions of the Code of Obligations and the Consumer Protection Act apply to material error (definition of material error, enforcement of material error, deadline for material error, notice of material error, duty of the seller to eliminate the material error...).

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](mailto:podpora@ekosen.si).

## **10. WITHDRAWAL FROM THE CONTRACT**

10.1. Legal advice on withdrawal from a distance purchase contract

In the case of a distance purchase, the consumer has the right to withdraw from the contract within 14 days without giving reasons. The withdrawal period will expire after 14 days:

- from the date on which the buyer or a third party other than the carrier and designated by the buyer acquires physical possession of the goods,
- from the day when the buyer or a third party other than the carrier and appointed 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 carrier and 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 certificate are handed over to the buyer - in cases of installation by the seller or the seller's official installer.

10.2. To exercise the right of withdrawal, the consumer or buyer must notify the seller with an unambiguous statement or by letter to the company's official headquarters: EKOSEN doo, Ptujška cesta 17, SI-2204 Miklavž na Dravskem polju, or by letter to the email address: [info@ekosen.si](mailto:info@ekosen.si) your decision to withdraw from this contract. In order for the time limit for withdrawal from the contract to be observed, it is sufficient that the notice relating to the exercise of the buyer's right of withdrawal complies 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 related to the withdrawal from the contract that the consumer is liable to pay is the cost of returning the goods. Goods must be returned to the seller immediately after the canceled notice of cancellation (purchase). The goods received must be returned undamaged, unused and unmodified and originally packaged, unless the goods have been destroyed, defected, lost or reduced, without the consumer being guilty that the buyer would be to blame for this. The discounted codes are used, these assets are considered as a discount and are not returned upon refund. The paid amount is refunded.

## **11. POSSIBILITY OF ARA**

With a 60% advance, the amount to be paid is reduced by 200 € Ara. 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 € Ara 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 € represents the payment of the Ara 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 Ara, 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, Ara has the function of withdrawal. If the contracting party that gave the Ara (buyer) withdraws, he loses it, but if the contracting party that received the Ara (seller) resigns, he must pay double the amount of the Ara (Article 68 of the Code of Obligations).

Ara is valid only for natural buyers from the territory of the Republic of Slovenia.

## **12. VAT rates**

12.1. The general VAT rate in Slovenia 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 installation service included by the seller, it is the buyer entitled to purchase goods under Article 76.a of ZDDV-1, and the obligation to pay tax is passed on to the buyer.

### **13. RESERVATION OF PROPERTY RIGHTS**

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

13.2. The buyer must store and handle the goods subject to the reservation of title in accordance with the diligence of a good manager or a good businessman. Any change in the place where the goods are located, as well as the interventions of 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 right 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 to the consignee the existence of a reservation of ownership by 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 in the room to the existing installation. In case of a new installation, additional costs are charged.

14.2. The buyer confirms that EKOSEN doo is aware 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 the company EKOSEN doo and subcontractor Ekosena - installer / electrician in the case of installation of IR heating panels on the ceiling, (which is not reinforced concrete, but is made of building materials of lower load-bearing capacity: gypsum boards, Knauf, Armstrong, wood, reed, Monta , brick modules etc.), does not assume any 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 of the IR heating panel due to inadequate load-bearing capacity of the ceiling or unprofessional installation, and consequently also material or other damage.

### **15. COMPLAINT REPORT**

15.1. Complaints must be reported in writing or by e-mail: [podpora@ekosen.si](mailto:podpora@ekosen.si) or by mail to the company's headquarters: EKOSEN d.o.o., Ptujška cesta 17, 2204 Miklavž na Dravskem polju, and it is mandatory to inform the consultant / marketer who prepared the offer for 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 controllers) and the IRSUN application resulting from force majeure or events that could not be influenced and prevented or prevented.

### **17. PROTECTION OF PRIVACY**

The personal data protection policy is published on the website of the company Ekosen d.o.o. in a pdf document [https://ekosen.si/sites/default/files/GDPR\\_Ekosen.pdf](https://ekosen.si/sites/default/files/GDPR_Ekosen.pdf).

### **18. ENVIRONMENTAL LIABILITY**

According to the principle of extended producer responsibility, EKOSEN d.o.o., has its obligations arising from the European Directives 2002/96 / EC and 2006/66 / EC, the "Regulation on waste electrical and electronic equipment" (Off. G. of the RS, no. 55/2015) carried out within the joint plan for the management of electrical waste and electronic equipment of the company Trigana d.o.o.

## **19. HANDLING OF WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT**

The symbol of the crossed-out container on the product, its packaging or in the instructions for use means that the device must not be disposed of between mixed municipal waste and that it was placed on the market after August 13.th, 2005. You submit it to special collection points for the separate collection of waste within the framework of the local utility service. You can also send a device or appliance to a retailer or distributor directly at the time of purchase of the like 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 the aging of health threats that can occur due to inadequate disposal of the product, and in addition, they allow processing of the material from which the latter is made, saving energy and natural resources. If the product you want to discard is still working, submit it to 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 are in use and apply from 17.th of May 2021.