

General Terms and Conditions

Ekosen d.o.o.

1. Terms of use

1.1. This agreement governs both the purchaser and Ekosen d.o.o. (to be referred to as “the seller”) in terms of purchasing goods as agreed through the online store of the seller (to be referred to as “irsun.si”).

1.2. A purchaser is any person that has, through irsun.eu, irsun.si, irsun.en, irsun.hr or irsun.de, a valid contract in place with the seller for acquisition of goods or services.

1.3. All contractual terms between the seller and the purchaser in terms of the transaction through irsun.si are governed by General Terms and Conditions, General Data Protection Regulation (GDPR) and the actual order itself.

1.4. The purchaser has an option and a right to print or save these General Terms and Conditions at the point of order.

These terms are valid from **01/09/2018**.

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 a 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)

In order for the General Terms and Conditions to apply, a person must accept the Terms and Conditions when registering as a user of the website of the seller, or engage in an enquiry for purchase of goods or services and be notified of the General Terms and Conditions via **irsun.si**.

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. These seller guarantees the characteristics of goods, such as they are listed on **irsun.si**. Due to technical abilities of the purchasers software or hardware configuration used for accessing irsun.si, minor differences are possible in the display of the goods.

6.3. The seller uses Google AdWords Remarketing for the purpose of advertising. This is a product of Google, enabling targeted advertising. We use this service for advertising purposes on Google Search and Display for customers who already visited irsun.si. You can opt out from using this service on Google Ads settings, which you can locate on your Google profile.

6.4. Already used items or items on display, as part of irsun.si are clearly marked as such, including any potential discounted offered due to the items nature. If a purchaser orders such an item, they accept that they have been notified of the nature of the item, as well as accept it in such a condition. Under those circumstances, the seller only guarantees that item will be delivered in suitable packaging, not necessarily its original packaging.

6.5. The purchaser agrees that the seller withholds the right to occasionally notify the purchaser via email and/or SMS of updates on the website, new offers and promotions. The seller will under no circumstance pass the details of the purchaser to a third party. The purchaser has a right to unsubscribe from receiving emails and/or SMS from the seller.

7. Ordering

7.1. The purchaser can in the first instance choose an item that they wish to order from the catalogue, as offered on irsun.si.

7.2. By clicking "**checkout**", the purchaser completed the order, following the above step. Before the completion of the purchase, the purchaser can freely change the selection of any goods in the basket.

7.3. The purchase of the goods is completed only if the purchaser confirms their agreement to the General Terms and Conditions, by clicking the applicable tile, making them an essential part of the purchase. For the completion of the purchase, it is also essential that the purchaser chooses a suitable form of payment, by offering any of the accepted ways of payment in order to settle the outstanding balance, as per the offer of the seller.

7.4. The purchase will include the price as shown in the basket of the purchaser. The outstanding balance is exactly as it is set out prior to the purchase in the "**for payment**" section in the irsun.si system. This includes all handling costs, costs of delivery or costs associated with payment, including any actual or eventual taxes, fees and discounts; the purchaser confirms that they agree to the above and that they have been notified of it.

7.5. The purchase is only valid if it is reasonably agreed through irsun.si. This also applies to all hypothetical requests, terms and instructions of the purchaser in terms of the item/s purchased.

8. Confirmation by the seller

8.1. Confirmation of the acceptance of the order, following a completion of an order by the purchaser does not interfere with the actual order.

8.2. Any explicit or implicit actions of the purchaser do not create a valid purchase without the fulfilment of the conditions in the "Customer Order" section.

8.3. The order of the purchaser is always given on the postponed condition, that the payment method, as selected by the purchaser, ensures the full payment of any outstanding balance. This is authorised by the provider of the financial services for the purchaser. It is also postponed on the condition, that purchaser confirmed the availability and deliverability of goods, as set out in the particulars of the purchase.

8.4. Following the agreement as per the General Terms and Conditions, the terms of the purchase are fixed and can therefore not be changed or altered in any way.

9. General information regarding the payments

9.1. **Irsun.si** enables the purchaser to pay for a purchase by a credit or a debit card at the point of order through the website or by cash upon the receipt of goods, as per the General Terms and Conditions.

9.2. Payments are made **in Euros only** and in cases where a purchaser is based outside of the Eurozone, in the currency, which is a legal currency of the country where the seller is based.

9.3. Following the selection of the preferred payment method, via credit/debit card or cash at the receipt of goods by the purchaser, the seller waives the right to change the way in which they wish to receive the moneys owed.

9.4. The purchaser agrees, that the seller may refer any and all transactions to an appropriate authority for investigation and resolution without prior notice, should they suspect fraud.

9.5. The purchaser cannot satisfy the seller's debt towards the purchaser by a way of ordering goods or services from the seller.

9.6. The purchaser understands and agrees that the provider of the financial services, undertaking the transaction, may charge additional costs to the purchaser with regards to the transaction, of which the seller might not be aware.

9.7. The purchaser agrees to accept any such costs exclusively. If the nature of the purchase is such, that under the 54. člen Pravilnika o izvajanju zakona o davku na dodano vrednost (Section 54. of the Rules for Applying Value Added Taxation), the taxation is lower, the purchaser, who is the person with lower taxation requirements agrees, that they are the direct investor, and that they are subsequently eligible to the lower taxation level, as well as that the goods will be installed on a residential building and not a commercial premises.

10. Payment methods in the store (in Slovenia)

In our showrooms, purchases can exclusively be made with the following debit/credit cards: Activa, Visa, Visa Electron, MasterCard, Maestro and Diners.

We also offer payment in instalments, if the customer has a card allowing such payments: VISA, MasterCard or Diners.

Additional instructions:

Purchase with a Diners credit card

Diners Club International, enables you to pay in instalments. You need to have a card that is marked DC UV. The amount of credit that you can obtain is dependent on your credit limit on the card.

- Number of instalments is between 2 and 24
- Minimal repayment instalment 40 EUR
- Minimal amount of credit to be obtained 80 EUR
- Maximum amount of credit = amount available on the card

Cash payment is not possible.

11. Online shop payment methods

11.1. PayPal

PayPal is a provider of safe e-payment with credit cards. The service enables the users to make real-time payment (online authorisation of debit and credit cards). For more information about the products and services offered, you can go to official Paypal website: <https://www.paypal.com/us/home>

11.2. Payment with Debit or Credit Card via Saferpay

When paying with a credit or a debit card, choose Card payment option. You can complete your purchase with the following cards: Visa, Visa Electron and MasterCard (please note: check with your bank to ensure that the card you wish to use to complete the purchase, is enabled to make online payments).

More on using MasterCard with the advanced security system, Secure Code TM or Visa card with the Verified by Visa can be found on: <https://www.mastercard.si/sl-si> and <http://www.activa.si/e-trgovina.asp> respectively.

In order to ensure the highest possible security standard, transactions are always monitored. If fraud is suspected, every transaction is then passed to the designated authority or prevention and detection of fraud without prior notification.

11.3. Invoice payment

If you choose to pay by the way of invoice, you will receive an email, which has been linked to your account during the registration. The email will contain the details of your order and the required information to make a payment: the amount required to pay, bank account, sort code, reference and the purpose of payment. The fastest way of making a payment will be to do it through internet banking, however you can also do it at a bank or post office.

The invoice has to be settled within 3 days, otherwise your order will be cancelled. Any items ordered will be dispatched immediately after the funds have been cleared in our accounts.

Invoice payment details:

EKOSEN D.O.O.

SWIFT/BIC : HDELSI22

IBAN : SI56 6100 0001 5762 071

BANK: DELAVSKA HRANILNICA D.D., LJUBLJANA

MIKLOŠIČEVA 5, 1000 Ljubljana

When paying in online shop, the seller will apply the charge through the appropriate system facilitator upon the sending of the confirmation email advising the transaction has been completed.

After the completion of the payment via online shop, the purchaser relinquishes all rights of payment cancellation or withdrawal, otherwise the seller retains the right to retrospectively charge the purchaser and fees or costs accrued in the process of the payment withdrawal.

The purchaser is responsible for ensuring that they have sufficient line of credit with the card provider, arranged such facilities, right to use the card used in transaction and that upon the completion of the order, all information given to the seller with the regards of payment method is complete and correct. Should a breach of the above occur, the purchaser is liable for any costs incurred by the seller in the process of remedying the breach of contract.

12. Delivery of goods

12.1. The seller is obliged to deliver the goods to the purchaser to the address specified in the order received through **irsun.si**.

12.2. If the purchase of goods correlates to the delivery to an address, that is not covered by one of the business units of the seller, the seller is then required (in conjunctions with the 12.1) to deliver the goods to an address that was sent to the seller via an email, with which confirmation of purchase was made. The goods are to be delivered at a time and date as instructed in such an email or by other means.

12.3. If the delivery of goods to the address at a pre-agreed time fails due to impossibility of leaving the item in a safe place or through a letter box and the purchaser is not present at the property or no longer resides at the property, the cost of doing so falls onto the purchaser. In such an eventuality, the person delivering the good has a right to notify the purchaser via a note of where the item will be held and for what period of time, whilst the seller has the right to charge the purchaser any cost incurred for storing the item until it is collected.

12.4. The goods are considered delivered when the purchaser confirms to the representative of the seller (regardless of the type of delivery) that the goods have been delivered or if as per above, the purchaser fails to take possession of goods and they have to be stored.

12.5. If the purchaser is the consumer, the liability for incidental damage or the destruction of goods passes onto the purchaser when they take possession of the goods, they are given reasonable access to the goods or they fail to take possession of the goods upon a pre-agreed arrangement. In any other case, the liability for accidental damage or destruction of goods passes onto the purchaser upon the release of goods to the delivery company.

12.6. The choice of delivery agent lies exclusively with the seller.

12.7. In the case of issues with the payment or the fulfilment of obligations by the purchaser, the seller reserves the right to withhold the goods after sending the goods or to cancel the order until the financial obligation of the seller has been met – this is at seller's absolute discretion.

13. Warranty & Defects

13.1. Items sold by the seller have an extended warranty, if this is set out on the **Warranty Certificate** or the **receipt**, which are given to the purchase upon the sale or delivery. The length of extended warranty is set out on the certificate, whilst the statutory warranty is set out in the relevant legislation. In the case of

extended warranty, where it differs from statutory warranty, this is set out on the warranty list. Any warranty is only valid if the instructions on the warranty have been followed and the warranty certificate and the receipt of purchase have been presented.

13.2. If there is no mention of extended warranty on the warranty certificate, it is presumed that the item/s does not have an extended warranty.

13.3. In the case where the liability of the seller is void, as per these General Terms and Conditions, this also excludes personal liability of any workmen/workwomen, delivery persons, representatives, delegates and assistants.

13.4. The seller is responsible for defects of the goods as set out in civil law. The consumers are protected under relevant legislation, even if they relinquish the below guidance.

13.5. The seller is obliged to deliver the goods as set out in the contract and is responsible for genuine defects.

13.6. A defect is genuine:

- if an item does not possess a characteristic that is required for its normal use or purpose;
- if an item does not possess a characteristic that is required for its specific use for which the purchaser is purchasing the item and it has been made known to the seller;
- if an item does not possess characteristics and qualities, which were explicitly stated or implied;
- if the seller handed over goods that do not match the make, shape or model, which the seller has shown to the purchaser, unless the make or the model was only shown as an example.

13.7. The normal or appropriate use of the goods is based on use of similar goods. It is also presumed that any and all instructions/statements made by the seller through the way of advertising, demonstration are printed on the item itself apply to the normal use.

13.8. The purchaser can exercise their statutory rights with regards to a defect if the seller is notified in writing within a period of no more than **2 months** from when the defect has been discovered.

13.9. The purchaser is obliged to describe the defect to the seller in detail and enable the seller to carry out an inspection on the said item.

13.10. The notification of a defect can be made to the seller directly in person, for which the purchaser can expect written confirmation; it can also be made by returning the item to the store, where it was purchased or through a representative, which verified the initial contract of the purchase.

13.11. The seller does not accept liability for any defects which are identified after a period of **2 years** has lapsed from the purchase of the product.

13.12. It is considered that the defect on an items is pre-existing, if it identified within the first **6 months** of the purchase of an item.

13.13. A purchaser that has followed the correct procedure in notifying the seller of a defect has the following rights:

- the seller may offer to rectify the defect;
- the seller may offer a partial refund that is proportionate to the level of the defect;

- the seller may exchange the defected goods for goods without defect;
- the seller may refund the purchaser for the amount paid for the goods.

In any eventuality, the purchaser has a right to refund of any damages occurred, especially the refund of costs of materials, replacement materials, labour, transport and transport of goods occurred due to the fulfilment of the above paragraph.

13.14. The rights of the purchaser aforementioned cease to exist after 2 years have lapsed from the day that the seller has been notified by the purchaser.

13.15. If the defect on the item or insufficient service is provided and this is not contested by the seller, the seller must rectify the issue as soon as reasonably possible or no later than 8 days from the notification.

13.16. The seller is obliged to respond to the purchaser no later than 8 days from the return of goods, if the seller feels that there are reasonable objections with regards to the return of the goods.

13.17. If the seller destroys or loses the product that was given to them for repair, maintenance or upgrade, they are obliged to give the seller an option to either replace the item with a "like for like" item within 8 days or immediately pay the damages to the purchaser amounting to the retail price of the item.

13.18. If the seller damages the product that was given to them for repair, maintenance or upgrade, they are obliged to rectify the damage within 3 days, if it diminishes the usefulness or value of the item. If the seller is unable to rectify the damage to an acceptable standard, the above paragraph applies.

13.19. Legal right to a no-fault cancellation of a contract:

- The purchaser has a right to cancel the contract without reason within **14 days** of the purchase. The cancellation period is 8 days if (a) from the day when the purchaser took possession of goods or possession was taken by a third party, who is not the delivery company and it is the person that the purchaser designated (b) or if it is to do with the contract of the delivery of goods, consisting of multiple item deliveries (c) from the day that the purchaser takes possession of the final item of the deliverable items and when the purchaser took possession of goods or possession was taken by a third party, who is not the delivery company and it is the person that the purchaser designated
- To enforce the right of cancellation, the purchaser must notify the seller in a clear and concise manner (Ekosen, d.o.o. Ptujška cesta 17, 2204 Miklavž na Dravskem polju, telephone number: +386 2 620 81 99, email: info@ekosen.si) of their intent to cancel the contract. This has to be done in writing – either by sending a letter through the post or an email.
- In order for the cancellation of the transaction to be valid, it is sufficient to send the cancellation at any time before the cancellation period lapses.
- Outcome of the contract cancellation: If the purchaser cancels the contract, the seller is obliged to refund the purchaser without further ado, in **no later than 14 days from the day of the notification of the contract cancellation**. The refund is to be for any monies received, including the costs of delivery (unless a type of delivery was chosen by the purchaser that is not the most affordable delivery as offered by the seller). The refund will be made by the same means as the initial purchase was made, unless it was explicitly agreed for the refund to be made in another way; regardless of the way in which the refund is made, the purchaser is not to incur any additional costs.
- The seller is within their rights to withhold the refund until the purchaser returns the goods or shows proof that the goods were returned (whichever comes first).
- The purchaser is obliged to return the goods to the seller without further ado, at the latest by 14 days from the cancellation of the contract. It is acceptable for the purchaser to return the goods at any

point within the 14 day period. The cost incurred of returning the goods is the responsibility of the purchaser.

- The purchaser forfeits the right to the no-fault cancellation of the contract when items such as sealed audio, video or computer software have their seal broken.
- The purchaser forfeits the right to the no-fault cancellation of the contract when a seal is broken on a product where the seal is in place for health or hygiene purposes.
- The purchaser is only responsible for the diminishing value of the goods while handling goods that is not necessary determining the use or the characteristics of the item purchase.

14. RESERVED RIGHTS TO ITEMS SOLD, WHERE THE LIABILITY HAS NOT BEEN FULLY SETTLED

14.1. Until the payment has been made in full by the purchaser, the seller remains the legal owner of the items in question.

14.2. The items held under reserved right for items sold, where the liability has not been settled, must be treated by the purchaser in a reasonable manner, which is such that it is considered proper. Any change of location of the goods, as well as handling or third party handling of the goods or insolvency bailiff intervention must be immediately notified by the purchaser to the seller in writing. Any costs associated with the above are the exclusive responsibility by the purchaser.

14.3. The purchaser is obliged to preserve the ownership of the goods by the seller in the case of the sale of the goods to the third party or if the goods are meant to be used by a third party. It is imperative that the purchaser notifies the third party in writing of the reserved right to items sold where the liability has not been fully settled.

14.4. The seller objects to potential merger, convulsion or creating of a new item from the goods sold.

14.5. The seller is only allowed to exert their reserved rights if it is their right to do so when this is permitted under the terms of the contract.

15. GENERAL

15.1. Any contract made under these terms and conditions will be saved electronically, whilst the purchaser is able to access that information through the seller's liaison office, for the cost of reproducing the said information.

15.2. If the purchaser is the consumer, any contract made on under the General Terms and Conditions under an agreed locality will be made appropriately in either Slovene, Croatian, German or English language.

15.3. The purchase can send their objections, request, comments and notices to the seller: Ekosen d.o.o., Ptujška cesta 17, 2204 Miklavž na Dravskem polju

15.4. The address of the repair and service of the seller is: Ekosen d.o.o., Ptujška cesta 17, 2204 Miklavž na Dravskem polju.

15.5. By accepting these Terms and Conditions, the seller understands and agrees to Ekosen d.o.o.'s management of data (particularly personal information), as accepted by the purchaser during the registration through iursun.si.

17.6. For contracts governed by these General Terms and Conditions, the legislation of the country where the seller is based is used as primary legislation, without the application of United Nations Convention on Contracts for the International Sale of Goods.

17.7. Any disputes arising from these Terms and Conditions are under the jurisdiction of international and domestic local legislative bodies where the seller is based.

17.8. Dispute resolution with the seller can be settled out of court, as set out by the legislation for alternatives to court litigation.

17.9. Partial invalidity of some of the General Terms and Conditions or contracts derived by them does not affect the validity of any other Terms and Conditions. In the case of an invalid clause in the General Terms and Conditions, the legal void is filled in a way, which most resembles its original meaning in an economic sense.

17.10. The purchaser confirms that they understand that General Terms and Conditions are subject to change and improvement. They confirm that by accepting General Terms and Conditions they understand that any future purchase will be governed by the Terms and Conditions at the time of the purchase, which could potentially be different to the General Terms and conditions at the time of the initial purchase.

17.11. In line with the Uredbo o električni in elektronski opremi Uradni list RS, št. 55/2015 (Slovenian Directive for electronics and electrical equipment) we have to notify you that when purchasing a new electric or electronic device, you are entitled to give us your old device for us to recycle. If you decide to leave us with your old equipment for recycling purposes, this has to be the same in terms of classification and use (EEO), as well as in the same quantity as the newly purchased items.

17.12. Changes to these General Terms and Conditions are possible if an agreement is reached on case-to-case basis with the purchaser, in writing. Changes and exclusion or further agreements created verbally are not permitted.

IMPRESSIUM

ID card

Company name: EKOSEN, production, development and sale of energy-saving products, d.o.o.

Address: Ptujška cesta 17, 2204 Miklavž na Dravskem polju, Slovenia

Web page: www.ekosen.si, www.irsun.si, www.thermosun.si

Phone: +386 2 620 81 99

E-mail: info@ekosen.si

Tax number: SI98663828 (liable for VAT)

Registration number: 3949524000

Vpis v sodni register: District Court in Maribor

Transaction Accounts:

IBAN SI56 6100 0001 5762 071 (opened 27.12.2016, DELAVSKA HRANILNICA d.d. LJUBLJANA)

IBAN SI56 0228 4026 0606 916 (opened 8.10.2013, NLB d.d.)

IBAN SI56 0451 5000 1824 884 (opened 4.4.2011, NOVA KBM d.d.)