

GENERAL SALES TERMS AND CONDITIONS

LED Luks, d.o.o.

Vrtojba, Mednarodni prehod 6
SI-5290 Šempeter pri Gorici
Slovenija, EUROPE
SI44941609

Unless expressly derogated in writing, the following General Sales Terms and Conditions introduced by LED Luks d.o.o. (hereinafter "Supplier") shall govern the sale of products made by LED Luks d.o.o. (hereinafter the "Products") to its clients (hereinafter the "Buyers").

Quotations, Orders and Specifications

1. Quotations

Offers provided by the Supplier are non-binding and should be considered as an invitation to place an order. The pricing in the offer applies only if the order is placed for the full quantity of products specified, and the Supplier confirms this quantity in the order confirmation. The Buyer is encouraged to place an order within the time frame stated in the offer, or if no time frame is specified, within thirty (30) days from the offer date.

2. Orders

Orders must be submitted in writing. For the purposes of this paragraph, "written" includes communication via email or Supplier's official platforms. Every order from the Buyer constitutes a binding offer, subject to these General Terms & Conditions. The Buyer is responsible for ensuring that the details of any order (including article prices, numbers, product names with descriptions, and quantities) are complete and accurate. No order is considered accepted by the Supplier until an order confirmation has been issued. The Supplier reserves the right to reject any order without any obligation to compensate the Buyer.

3. Order confirmation

A contract is formed only when the Supplier issues an order confirmation. The content and scope of deliveries and services outlined in the Supplier's order confirmation are binding for both parties and take precedence over any other contract documents. While the Supplier will make efforts to issue the order confirmation within two (2) working days after receiving the Buyer's order, it is not obligated to do so. Offers, order confirmations, the Buyer's confirmations, and other contract documents transmitted electronically (e.g., via email) are legally binding without a signature.

Upon receiving the Supplier's order confirmation, the Buyer must confirm it within one (1) working day. If the Supplier's order confirmation differs from the Buyer's purchase order in any way, the Buyer must promptly notify the Supplier of any errors or omissions. If no objections are raised within one (1) working day, the content of the Supplier's order confirmation is considered fully and irrevocably approved by the Buyer. After this period, the Buyer cannot propose any changes, and the Supplier reserves the right to reject any proposed modifications. Only if otherwise agreed with the company, the modifications are acceptable. New delivery times and prices may occur in this case.

However, the delivery period specified in the order confirmation will not commence until:

The Buyer approves or clears all required technical information provided by the Supplier (e.g., product specifications, technical documents, drawings) and fulfils all contractual obligations necessary for the delivery and the Supplier receives any advance payment.

If essential documents are not provided to the Supplier in a timely manner, the delivery terms will be reasonably extended to account for the delay caused by the late submission of such documents.

4. Order cancellation

In case the delivery terms stated in the order confirmation are not acceptable to the Buyer, the Buyer has the right to cancel the order and thereby terminate the Contract without any charge and with immediate effect. The



cancellation should be sent per e-mail - within one (1) working day after the Buyer receives the Supplier's order confirmation. Cancelling an order after 24 hours or later will be charged to the Buyer at 100% value of ordered products. No order requested urgently can be cancelled.

Unless otherwise agreed in writing, no order may be cancelled by the Buyer afterwards except with the Supplier's written approval and under condition that the Buyer indemnifies the Supplier against all losses incurred by the Supplier as a result of the cancellation.

Delivery and Shipping

1. Date of delivery

The Supplier shall endeavour to deliver the products on the date specified in the order confirmation. Unless otherwise agreed in writing with the Supplier, the terms and dates of delivery in the order confirmation are approximate only and time of delivery is not of the essence. Claims regarding compensation for damages arising from delayed deliveries are excluded. Delivery terms start running after the issuing of Order confirmation, receipt of advance payment, letter of credit or bank guarantee. Terms of delivery shall be automatically extended in case the Buyer requests any modification to the order after Order confirmation has been sent to the Client and confirmed. In case the Buyer does not make the advance payment or supply the requested letter of credit or bank guarantee, the Supplier considers the Order to be void.

If the Buyer does not collect prepared Products in eight days from receiving the notice from the Supplier, the Supplier shall charge the additional costs in amount of 0,5 % of products net price per day. In addition, Supplier shall be entitled, at any time, to ship the Products at the Buyer's costs and expenses.

2. Delivery location

Passage of risk – INCOTERMS (2010):

Delivery EXW (Ex-Works)

Unless otherwise indicated in writing or agreed with the Supplier, the sale of all products is defined as EXW, Šempeter pri Gorici, Slovenia, what is stated on each Order confirmation. All products shall be picked up at the Supplier's logistic centre (Mednarodni prehod 6, 5290 Šempeter pri Gorici, Slovenia) at the time the Supplier notifies the Buyer that the products are ready for collection unless otherwise agreed between the parties in writing. The risk of damage or loss of the products passes to the Buyer upon handing over the products to the carrier or any other person or Supplier charged with transporting the products.

If the transport is organised by the Supplier with delivery to the Buyer's Premises or to other address determined by the Buyer, the Buyer shall make sure that adequate machinery for unloading is available.

The Buyer shall immediately upon delivery (CMR or other valid document proving the delivery) notify the Supplier of obvious transport damages or faults (damaged packaging, incorrectly delivered quantity). Hidden transport damages or faults shall be reported to the Supplier within three (3) working days after the delivery of the products. The Buyer shall describe the fault in detail (photos included). After three (3) working days, the Supplier has no obligation or liability regarding the delivered quantity and evident factual material defects.

3. Delayed delivery

In the event of unforeseeable circumstances or those beyond the control of the parties—such as force majeure or unexpected situations affecting the Supplier or its sub-suppliers—the Supplier has the right to delay delivery and/or services for the duration of these events. Such circumstances may include, but are not limited to, pandemics, armed conflicts, government actions, protests, embargos, transport or customs delays, transport damages, energy or raw material shortages, machinery breakdowns, fires, floods, strikes, or lockouts.

If the Supplier is unable to meet the delivery terms due to delay or lack in deliveries by its suppliers, lack of transport possibilities, strikes, or any other cause beyond its reasonable control, delivery terms shall be postponed upon notification to the Buyer. In this case the Buyer shall not be entitled to any compensation by the Supplier.

If the Buyer fails to take delivery of the Goods or the Supplier is unable to deliver the Goods because the Buyer has not provided adequate instructions, documents, licenses, authorisations, equipment, manual labour or assistance, then the Goods shall be deemed delivered and the Supplier may (at its option): (i) raise an invoice for the Goods concerned as if delivery had occurred; (ii) store the Goods at the Buyer's risk until actual delivery and charge the Buyer for the reasonable costs (including insurance) in connection with such storage; (iii) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the LED Luks Terms and Conditions of Delivery; or terminate the Contract without any liability to the Buyer.

4. Storage of goods

Should the Buyer ask the Supplier to postpone the delivery of Products ready for shipping, Supplier shall be entitled to decide whether to accept such postponement or not. It is nevertheless entitled to issue the relevant invoice, causing the agreed payment terms to start. In such an event, the Products shall remain on stock at Supplier premises at the Buyer's expense (0,5% of the Products' net price per day). Any risk is immediately transferred to the Buyer.

5. Returns

No returns of undamaged or non-defective products are possible.

Prices

The applicable prices and the terms of payment are stated in the Supplier's order confirmation. The currency of payment will be in EURO unless otherwise agreed. Value-added tax (VAT) will be charged in addition to the applicable rate, where the country VAT rates apply. Unless otherwise agreed in writing, the prices are given on a net EXW basis (Mednarodni prehod 6, 5290 Šempeter pri Gorici, Slovenia).

Under no circumstances the price or discount confirmed by Supplier for a specific order is binding for all the following orders.

In case the transportation is organized by Supplier, the Buyer is responsible to provide all information to prepare the documentation, customs clearance and/or any other country-specific documentation prior the shipping is done. Additional costs might apply, if the information is not received in time. Freight and packing costs, custom clearance, cost for certificate of origin, or any other export documents costs are charged on the invoice.

Payments. Payment shall be performed according to payment terms indicated by Supplier in order confirmation. Each party must bear the costs possibly arising from money transfers (bank fees etc.).

Failure by the Buyer to make payments by the due date shall entitle the Supplier to postpone further supplies of Goods or to cancel any such contract with the Buyer without penalty and without prejudice to any of the Supplier's rights.

Payment may not be refused or delayed by reason of any defect in the Goods or Services. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

Interest on Late Payment. If any payment is not made when due, the Supplier will claim late-payment interest on the amount of the invoice. In case of late payment, the European Directive no. 2011/7/EU of February 16, 2011 will be applied and recovery costs in base on the legal provisions in force at the time.

Warranty to the Buyer

Warranty period. Unless otherwise agreed upon in writing by Supplier, the warranty in favour of the Buyer shall be valid for a 5-year period as of the date on the invoice.

The warranty on the luminaires will be considered void if the lights are used or stored in extreme conditions, including temperatures below 10°C or above 40°C, as such conditions may cause damage or malfunction to the products. However, transportation is exempt from this, as the exposure to extreme conditions during transit is temporary and unavoidable.

Inspection of delivered goods. After arrival of the goods at their destination, the Buyer/ordering party must immediately inspect them for any transportation damage. Taking pictures and noting it on the transportation documents like CMR is essential. This and any defects or non-conformities detected, must be reported in writing immediately, or in any case in 3 working days after receipt of the delivery at the latest. Defects that cannot be detected within this period of time through careful examination must be reported immediately after discovery. The Buyer shall notify the Supplier in writing, indicating the purchase invoice and describing the defects/non-conformities. Failure to adhere to the specified time interval absolves us from liability, as we cannot be held responsible for any damages incurred after the designated period.

Replacement. In case the Supplier is timely informed about the defects and malfunctions of the delivered products, the Supplier is obliged to make the replacement with the same product or with comparable products with similar characteristics. Any costs of dismantling of the defected products and installation of replaced products shall be borne by the Buyer, while transport costs for the replaced products are borne by the Supplier (DAP parity, Incoterms 2010).

No returns of Products shall be allowed unless previously approved in writing by Supplier. The Buyer shall, therefore, inform Supplier in writing before the Products approved for return are shipped. Returned Products shall always be delivered DDU (Incoterms 2010) Supplier Šempeter pri Gorici, Slovenia.

In case the product is no longer in production at the time of the complaint / replacement, or is not produced in the same version (shape, colour, material or finish, electronics, optics etc. ...), Supplier may replace the product with a comparable product that can show equal or better performance/features previously agreed with the Buyer.

The warranty for the Buyer only covers defects in material or in the production of the Products, and applies under normal conditions of usage, transport, storage, maintenance, display and sale. Furthermore, this warranty shall apply only on condition that:

- the Buyer is not late in any payment either or not related to the defected Products.
- the use of the Products is consistent with their technical characteristics and in compliance with the limits set forth under the installation instructions.
- the Products are installed by qualified technicians in compliance with the installation instructions and the technical regulations.
- the Products are powered with power devices supplied by Supplier and are already installed in the products

The warranty shall not apply in the following cases:

- the Products have been modified, altered or repaired by third parties not previously authorised by Supplier.
- the defects of the Product are due to unexpected or not reasonably probable events, including electric shocks, lightning or electrostatic discharges.
- the electrical system is operating in an environment whose characteristics are not compliant with those required for a proper functioning according to the type and destination of the Products, including, by way of example, impulsive line noise, sudden power surges, excessive temperature or insufficient ventilation.

In particular, and without prejudice of the generality of the foregoing, the warranty shall not apply to used or second-hand Products, in case of defects of Products caused by inappropriate conditions of storage, transport, custody, maintenance, display or sale by the Buyer (and/or by third parties) or defects of the Products due to fault of the Buyer (or of third parties), or failure to comply with the instructions and indications for use provided for by Supplier.

Liability

The Supplier shall not assume any liability extending beyond this warranty. In particular, under this warranty, the Supplier shall not assume liability for any indirect, special or consequential damage, or for any financial loss including the loss of actual or expected profits, interest, earnings, expected savings or expected business, damage to goodwill, or damage of any kind incurred by third parties. Nothing in the Contract shall affect the Supplier's



liability for death or personal injury, fraud, fraudulent representation or any other liability to the extent it cannot be excluded or limited by law.

Governing Law

These General Sales and Conditions shall be governed in accordance with the laws of Slovenia.

Competent Jurisdiction and Arbitration Clause

Art. 23 Any dispute between the Parties arising out of or in connection with the sales ruled by these General Conditions of Sale:

a) shall be submitted to the exclusive jurisdiction and sole venue of the Courts of Nova Gorica, Slovenia if the Buyer has its registered offices within the EU;

b) shall be settled by one or more arbitrators appointed in accordance with the Rules of Conciliation and Arbitration of the National and International Chamber of Commerce of Ljubljana, Slovenia if the Buyer has its registered offices outside the EU. The arbitrator or the arbitrating body will decide according to the applicable law and the award shall be deposited by the arbitrating body at the Secretary of the Chamber of Commerce of Ljubljana within 6 (six) months from the constitution of the arbitrating body. The arbitration shall take place in Nova Gorica and will be held in English language.

Art. 24 Any translation of these General Sales Terms and Conditions as well as any other contractual documents in any language other than English shall be deemed for courtesy purposes only. In case of any discrepancy of the courtesy translation with respect to the English version the latter shall prevail.