

GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS

1.1. The General Terms and Conditions of Office 42 d.o.o. are compiled in accordance with the Consumer Protection Act (ZVPot), the Personal Data Protection Act (ZVOP-1) and the Electronic Communications Act (ZEKom-1) and apply to all activities carried out through interactive LUMAX configurator sales platform (hereinafter LUMAX.SI). They are an integral part of the sales contract / order.

1.2. These general terms and conditions are prepared in the English language and define the business relationship with all rights and obligations between the company Office 42 d.o.o., Cesta 4. julija 42, 8270 Krško, Slovenia, registration number: 8799270000, ID. no. for VAT SI24622664, hereinafter referred to as the seller, in connection with its marketing activities and the sale of goods and to the buyer in connection with its purchase of goods through LUMAX.SI, which are not defined in the sales contract / order.

1.3. The buyer is any natural person who, as a guest or registered user in LUMAX.SI, concludes a valid agreement with the seller on the use of the configurator and the purchase of goods via LUMAX.SI.

1.4. LUMAX.SI is managed by the company Office 42 d.o.o., which is therefore defined by ZVPot as a provider of information society services.

1.5. Through LUMAX.SI, the seller offers a wide range of lamps of medium and higher quality and price class, a range of accessories and consumables that are related to the lamps and are listed as goods or products in the continuation of the general conditions.

1.6. Seller's contact details: telephone no. +386 7 297 8201, e-mail: info@lumax.si. The customer's contact details are carefully protected in the personal profile / invoice (hereinafter - personal invoice), which the customer creates upon registration in LUMAX.SI.

1.7. The seller and the buyer are bound by the general conditions in force at the time of purchase (placing an online order). The customer confirms his agreement with the general terms and conditions before confirming the order in LUMAX.SI by ticking them. The buyer has the option to print or save the general terms and conditions at the time of purchase. The general conditions are valid from 1.1.2022.

1.8. All changes are valid only if they are made in writing and confirmed by the seller.

1.9. These general terms and conditions prevail over the opposite terms of the buyer.

2. USER ACCOUNT AND MANAGEMENT

2.1. For the needs of using the visualization tool and purchasing the seller's goods, the buyer registers in LUMAX.SI, creates a personal account and obtains the status of a registered user, and

thus the possibility of using the LUMAX configurator and making a purchase in an online interactive sales platform.

2.2. Registration takes place in two steps. In the first step, the customer registers to use the configurator (visual tool), and the second part of the registration is required if the customer wants to make a purchase.

2.3. Before confirming the registration of the buyer in LUMAX.SI, the seller informs the buyer about all legally prescribed data, the manner and purpose of collecting, processing, using and storing his personal data.

2.4. By confirming the registration, the buyer ensures that the information provided is accurate and true and agrees and authorizes the seller to collect, collect, edit, use and store his personal data in LUMAX.SI, information systems and related information systems, which the seller uses to prepare the documentation necessary for the execution of the agreed transaction, in the agreed scope, quantity and for the purpose as confirmed by the buyer at the time of registration.

2.5. During the validity of the contractual relationship, the buyer and seller communicate via e-mail or the contact form on LUMAX.SI.

3. ADVERTISING

3.1. The seller will contact the buyer directly via means of distance communication only if the buyer does not explicitly object to this, and in accordance with the provisions of ZEKom-1.

3.2. Seller advertising messages will meet the following criteria:

- messages will be clearly and unambiguously marked as advertising messages;
- the sender of the message will be clearly and unambiguously visible;
- sales promotion, promotion and other marketing techniques will be clearly and unambiguously labeled, as will the conditions for participation in them;
- unsubscribe from receiving advertising messages will be clearly presented and enabled, which the seller will respect and remove the buyer's contact from the database of recipients of advertising messages.

4. AVAILABILITY OF INFORMATION

4.1. The seller undertakes to provide the buyer before the purchase:

- information on the company of the seller Office 42 d.o.o., Cesta 4. julija 42, 8270 Krško, Slovenia, registration number: 8799270000, ID. no. for VAT SI24622664;

- contact information that enables the customer to communicate quickly and efficiently;
- essential characteristics of the ordered goods (including product image, after-sales services, warranty period, ());
- clearly and unambiguously set product prices, including all taxes and other duties, and the period of validity of this information;
- information on the approximate availability of products with an estimated delivery time;
- information on possible methods of payment and delivery, delivery costs and the period of validity of this information;
- information on the time validity of the offer;
- information on the period within which it is possible to withdraw from the contract and the conditions for withdrawal from the contract (description of the right of withdrawal in accordance with Article 43.č ZVPot. If the consumer does not have the right to withdraw in accordance with Article 43.č ZVPot explicitly informed;
- contact details to which complaints, questions, notices, objections, comments, claims and statements, and error reporting forms can be sent.

4.2. The purchase is valid only if it is properly made through the purchase process on LUMAX.SI. This also applies to any additional requirements, conditions and instructions of the buyer related to the content of the purchase.

5. PURCHASE PROCESS THROUGH THE LUMAX ONLINE PLATFORM - CONCLUSION OF A SALES AGREEMENT

5.1. The purchase in LUMAX.SI can be made by the customer in steps:

1. the customer selects the products and adds them to the sales cart;
2. select and confirm the method of payment;
3. select the delivery method and enter the delivery address;
4. confirms agreement with the general terms and conditions;
5. perform a review of the entire order – preview;
6. confirm the suitability and complete the order;
7. the order is forwarded to the system and his personal account;
8. the customer receives a confirmation that his order has been successfully entered into the system and submitted for processing together with a link to the general terms and conditions, to the e-mail address specified in the registration and to his personal account on LUMAX.SI;

9. within two working days, the buyer receives an official confirmation of the order with information on the execution of the order or instructions on further activities of the buyer (request for correction, pro forma invoice);

10. the contract confirmation formally concludes the contract;

11. the seller informs the buyer via the personal account and e-mail about the status of his order;

12. the seller notifies the buyer via invoice and e-mail when the ordered goods are ready for delivery;

13. the seller issues an invoice to the buyer for the ordered and delivered goods.

5.2. If the buyer wants to make a purchase in the name and on behalf of the company, it is necessary to register for the company, which the buyer chooses when registering.

6. OFFER - PRODUCT DESCRIPTION, PICTURE, PRODUCT PRICE AND PAYMENT TERMS

6.1. Individual products are presented in the interactive sales platform (LUMAX configurator) - LUMAX.SI with:

- a photograph and a brief description of the important technical characteristics. Due to the specifics of the sales tool - configurator, due to a better visual impression, the size of the product photo can be proportionally (appropriately) adjusted to the size of the room (room photos). The dimensions of the luminaire are described in the technical characteristics; colors - responsible for RAL (but not for the visual appearance on the screen).
- price - basic price in EUR including VAT;
- an indicative delivery time, which is linked to the manufacturer's indicative deadlines and is not binding on the seller. The final delivery time is received by the buyer in the order confirmation when the manufacturer confirms the delivery time;
- information on the warranty period;
- current discounts and promotions - in the amount of the discount and the duration of the promotion.

6.2. Special benefits: The seller may grant the buyer special benefits with a limited shelf life. Based on these benefits, the customer receives a code with a clearly and unambiguously defined expiration date and conditions and method of use. The customer can take advantage of the benefits by entering the CODE that allows him the benefit. The CODE can be one-time or valid for purchases for a limited time. The benefit is calculated upon confirmation of the completion of the order.

7. METHODS OF PAYMENT

7.1. LUMAX.SI allows the customer to pay for the purchase in the following ways:

- payment via the Elly POS system - a set of payment cards and cryptocurrencies is available at the link

https://ukpos.elly.com/documents/General_Terms_EllyPOS_com_20211118_FINAL.pdf :

- o with a payment card
- o with cryptocurrencies

- payment by PayPal
 - payment to TR Office 42 d.o.o. after receiving the pro forma invoice
- under the conditions set out in the general conditions.

7.2. Payments for goods ordered through LUMAX.SI are made exclusively in euros. The buyer agrees that:

- bears the transaction costs that may be charged by its payment service provider for making a payment at the time of purchase through the LUMAX.SI sales platform and are subject to a confidential agreement between the buyer and the payment service provider and are thus unknown to the seller;
- renounces the possible right to withdraw from or change the payment order with the selected method of payment according to the selected method of payment;
- In the event of suspected misuse of any means of payment, the seller may, without prior notice, submit the transaction to the competent authorities for resolution.

7.3. Payments by debit or credit card (hereinafter payment card):

In the event that the customer pays with a payment card, it is considered that:

- i. the payer (data in the customer's personal profile) must be the same person as the owner of the payment card;
- ii. the customer is responsible for having sufficient credit with the payment card payment service provider to pay for the purchase, for having all the relationships in place and for entitlement to payment with the payment card online and for providing complete and correct information on the payment card used when placing the order. cards. Otherwise shall be liable to the seller for all damages and costs incurred by the seller in connection with the said infringement.

7.4. Payment with PayPal account

When choosing the method of payment with a PayPal account, the customer will be redirected to the secure page of PayPal online payment services. The customer must have his active PayPal account and sufficient credit on it to make the payment method. The customer is responsible for having all relations with the PayPal service provider.

8. TRANSPORT AND DELIVERY OF GOODS

8.1. The seller enables delivery in the territory of the Republic of Slovenia. Delivery of goods is not included in the price of goods. The cost of delivery depends on the size and weight of the package and the chosen method of delivery, according to the valid price list of delivery costs on the day of the order and is displayed as a special item on the order when the customer chooses the method of delivery. Delivery is free of charge for every order with a value higher than 100 EUR.

8.2. The buyer has a choice between two methods of delivery:

1. personal collection
2. delivery to the address

8.3. Personal collection:

The buyer can personally pick up the purchased goods at the seller's warehouse in Slovenia, Senovo, Partizanska cesta 13, between 9AM and 3PM. In case the buyer chooses "personal collection" as the delivery method, the seller will inform the buyer via e-mail when the goods will be available for collection. Delivery costs are not charged in case of personal collection of goods.

8.4. Delivery to the address:

In the event that the buyer chooses "delivery to the address", the seller will arrange delivery of the goods to the address specified by the buyer in the order. The choice of delivery service is the responsibility of the seller. The seller will notify the buyer via e-mail when the goods will be ready for delivery and handed over to the delivery service.

8.5. The goods are considered delivered when the buyer, regardless of the chosen method of delivery, has confirmed the receipt of the goods in writing. At this point, the risk of accidental damage or destruction of the goods passes to the buyer.

9. INSTALLATION / CONSULTING

9.1. The seller does not offer goods assembly services, but provides instructions for assembly, installation and use.

9.2. As part of sales activities, the seller also offers individual consulting services, which the buyer can order separately via the form on LUMAX.SI. The service is performed by the professional staff of the seller by individual agreement and offer.

10. COMPLAINTS, WARRANTY PERIOD AND MATERIAL DAMAGE

10.1. Complaints

10.1.1. The seller provides quality goods and therefore performs a quantitative and qualitative exit control of the shipment before shipment. The buyer has the right to complain about the goods if he finds damage, incomplete delivery or non-operation.

10.1.2. The buyer is obliged to inspect the delivered goods immediately upon receipt and to inform the seller in case he finds during the inspection:

- deviation of the delivered quantity of products from the quantity stated on the delivery note;
- the existence of damage to the packaging of products;
- the occurrence of physical damage to an individual product;
- that individual parts of the product or documentation are missing from the product packaging.

10.1.3. The customer can subsequently complain about the product in case he finds that the product does not work when the product is connected to the mains.

10.1.4. The buyer complains about the goods by filling out the complaint form, which is available on LUMAX.SI, at the link <https://lumax.si/download>, photographs the product and sends both to the e-mail address: info@lumax.si and waits for instructions seller.

10.1.5. The seller undertakes to respond to the buyer's complete claim as soon as possible and provide him with instructions for returning / repairing the product. The seller will repair the product as soon as possible within the statutory deadline for repairs.

10.1.6. A complaint is not justified if it is established that:

- the physical damage occurred while the goods / product were in the customer's possession;
- the product does not work due to unauthorized and unprofessional handling - installation, connection to the network,...;
- it is about wear / wear of consumables such as light bulbs, ...

10.2. Warranty period and material defect

10.2.1. The seller guarantees the flawless operation and appearance of the products, within the warranty period, if the buyer assembles, installs and uses it in accordance with the enclosed instructions. For this purpose, each product is accompanied by instructions for assembly, installation and use. In the event of malfunctions or damage that is not the fault of the customer, it recognizes the warranty to the customer and provides free repair of the product within the statutory period. In the event that repair is not possible within this period, the seller provides the buyer with a new product (or refunds the purchase price).

10.2.2. The warranty period for luminaires from the seller's sales range is 24 months. The warranty period starts from the day of receipt of the goods by the buyer.

10.2.3. Some products that are specifically marked in the offer are subject to an extended warranty period of 5 years. The warranty period for used products is 6 months.

10.2.4. The buyer can claim the warranty by submitting an invoice for the purchase of the product. The customer obtains a form for returning the product under warranty on LUMAX.SI.

10.2.5. The buyer loses the right to warranty in the following cases if:

- the instructions for assembly, installation and use were not followed;
- unauthorized tampering with the product has been performed;
- the product is not used for its intended purpose and is not maintained in accordance with the rules of use;
- the product is damaged through the fault of the customer;
- the product is damaged by force majeure.

10.2.6. Consumables and wear parts are not covered by the warranty.

10.2.7. The seller must deliver the goods to the buyer in accordance with the contract / order and the provisions of the then applicable general conditions and is liable for material errors in accordance with the provisions of consumer protection law.

10.2.8. The error is real if:

- the goods do not have the properties necessary for normal use or for marketing;
- the goods do not have the properties necessary for the specific use for which the buyer is buying them, but which was known to the seller or should have been known to him;
- the goods do not have properties and qualities that have been explicitly or tacitly agreed or signed;
- the seller has delivered goods that do not match the pattern or model, unless the pattern or model was shown for notification only.

10.2.9. The buyer may exercise his rights arising from a material defect if he notifies the seller of the defect within two months from the day on which the defect was discovered. The buyer must describe the defect in more detail in the defect notification and allow the seller to inspect the goods.

10.2.10. The buyer can notify the seller of the defect by e-mail: info@lumax.si or in person, by returning the product to the seller's warehouse in Slovenia, Senovo, Partizanska cesta 13, of which the seller issues a certificate.

10.2.11. The buyer, who has correctly informed the seller of a material defect in the goods, has the right to require the seller to:

- rectify the defect in the goods or
- returns part of the amount paid in proportion to the error or
- replaces defective goods with new, faultless goods or

- returns the amount paid.

10.2.12. The seller is not liable for material defects in the goods that appear after two years have elapsed since the goods were delivered. A defect in the goods shall be deemed to have existed at the time of delivery if it occurs within six months of delivery.

10.2.13. The buyer cannot claim a material defect for goods sold at a lower price due to a defect for which a lower price has been agreed, for wear and tear of the goods due to its normal use in the case of second-hand goods for a defect corresponding to the degree of use or wear upon receipt or if it arises from the nature of the goods.

10.2.14. If the seller destroys or loses a product given to him for repair, maintenance or finishing, he is obliged to deliver the new identical product to the buyer within eight days or immediately pay compensation in the amount of the retail price of the new product.

10.2.15. If the company damages or spoils a product that has been given for repair, maintenance or finishing, it is obliged to repair the defect or damage within three days at its own expense, when this does not reduce the value and usability of the product. In the event that this cannot be guaranteed, the buyer is entitled to the right referred to in the preceding paragraph.

10.2.16. The seller provides repair of products and spare parts, against payment, even outside the legal deadline in accordance with the requirements of the Consumer Protection Act.

11. WITHDRAWAL FROM THE CONTRACT

11.1. Right of withdrawal from the contract:

11.1.1. The buyer has the right to withdraw from the contract if, no later than 14 days after receipt of the goods, he notifies the seller in writing that he withdraws from the contract, without having to state the reason for his decision. The fourteen-day period shall begin to run on the day following the date of receipt of the goods.

11.1.2. The request for withdrawal from the sales contract / order is communicated by the buyer in writing, by filling in and signing the online form on LUMAX.SI, before the expiry of the 14-day period. The request is forwarded to the seller's entry point - e-mail: info@lumax.si or by mail to Office 42 d.o.o., Cesta 4. julija 42, 8270 Krško, Slovenia.

11.1.3. The buyer must return the received item in person, to the seller's warehouse, in Slovenia, Senovo, Partizanska cesta 13, or notify the seller, who undertakes to pick up the goods at the buyer no later than 14 days from the day when the buyer notified the seller of withdrawal from the sales contract. orders. The buyer reimburses the seller for the costs of return that he would have incurred when sending the goods to the seller's warehouse address according to the valid price list of Post of Slovenia.

11.1.4. Returned goods must be delivered under the following conditions:

- packed in the original packaging, which may be open but must not be damaged;
- the goods must not be damaged;

- returned products must not be pre-assembled or installed.

11.1.5. The buyer must return the goods / products to the seller undamaged and in unaltered quantity, unless the goods / products are destroyed, damaged, lost or their quantity has decreased without the fault of the buyer. The buyer of the goods / products may not use them unhindered until the withdrawal from the contract. The buyer may inspect and test the goods / products to the extent strictly necessary to establish the actual situation. The buyer is responsible for the reduction in the value of the goods / products if the reduction in value is the result of conduct that is not necessarily necessary to determine the nature, properties and functioning of the goods.

11.2. Effects of withdrawal from the contract

11.2.1. If the buyer withdraws from the contract, the seller will refund the received payments, including delivery costs, no later than 14 days from the day of receipt of the notice of withdrawal from the contract, if the buyer paid them when ordering. The seller returns the payments received to the buyer with the same means of payment, unless the buyer has explicitly requested the use of another means of payment and does not incur any costs as a result.

11.2.2. The seller may withhold payment until he receives the returned goods or until the buyer sends proof that he has sent the goods back.

11.2.3. In the event that the buyer returns goods that have been damaged, already used or otherwise do not meet the conditions for the condition of the returned goods, the buyer is responsible for reducing its value.

11.2.4. The buyer has no right to withdraw from the contract for goods that have been manufactured according to his detailed instructions and tailored to his personal needs. For goods, manufactured according to the customer's instructions is considered to be goods that are not manufactured in advance, but on the basis of the customer's request. The buyer will be informed of this before placing the order and will confirm his knowledge in writing that he agrees to waive any right to withdraw from the contract.

12. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

12.1. Security

The seller undertakes to use appropriate technological and organizational means to protect the collection, transfer and storage of personal data and payments. For these purposes, the seller has compiled the GDPR conditions, which can be found at the link <https://lumax.si/download>. The security of the payment system is taken care of by Elly POS, their general conditions are available at: <https://lumax.si/download>.

The buyer is the owner of the images uploaded to the LUMAX.SI platform. The seller is not responsible for the content of the images owned by the Buyer or for other user content of the Buyer.

Images uploaded by the buyer to the LUMAX.SI online platform will be treated in accordance with the GDPR terms and conditions.

The website/platform uses the Google Analytics tool to analyse the traffic on the site. The data processing servers are located in Slovenia. Data from the portal database is not transferred to 3rd countries.

12.2. Protection of personal data

12.3. The seller undertakes to permanently protect all personal data of the buyer in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and ZVOP-1. The method of handling and protection of personal data is presented in the GDPR document and is in accordance with the permits given by the buyer to the seller upon registration.

12.4. The seller is not responsible for the limited possibility of fulfilling its contractual obligations or delays in delivery due to natural emergencies (earthquake, hail, flood, drought, ...), strikes (in the supplier's company, other companies and public services, ()), emergencies (war, epidemics,...) and other reasons and circumstances leading to the closure of factories, disruptions in production as a result of force majeure and which the seller could not know or prevent at the time the order was confirmed, eliminate or avoid them. In these cases, the delivery time is extended for the duration of such conditions. The seller must inform the buyer of the reasons for the delay and inform him of the extension of the delivery time.

13. FINAL PROVISIONS

13.1. Each sales contract / order concluded under these general terms and conditions will be stored in the buyer's personal account in LUMAX.SI, within the legally specified period and in the seller's accounting electronic system / printed archive and will be available to the buyer on LUMAX.SI or via a duplicate request on info@lumax.si.

13.2. The General Terms and Conditions are an integral part of the sales contract or order.

13.3. The offer on LUMAX.SI may differ from the offer in individual sales agreements.

13.4. Limitation of Liability

13.4.1. The seller makes every effort to ensure the up-to-dateness and correctness of the information published on its website and on LUMAX.SI. However, an error may occur. In such a case, the seller will notify the buyer of the change and allow him to withdraw from the contract or replace the ordered product.

13.4.2. The seller has the option to withdraw from the contract in the following cases:

- when, due to a cause on the part of the manufacturer, the product is not available and the seller did not know at the time of concluding the sales contract / placing an order by the buyer and confirming the order;

- if an obvious defect is found on the product (Article 46 of the Civil Code). An obvious defect is considered to be a defect in the essential characteristics of the product, which according to the customs in the store or according to the intention of the customers are considered decisive and which the seller would not confirm or conclude the contract in case of knowledge. This also includes obvious price errors.

13.4.3. The seller allows visitors to its websites, pages on social networks and LUMAX.SI to submit an opinion on products and services. Seller is not responsible for the content of product reviews written

by visitors. The seller reviews and excludes those that contain obvious untruths, are misleading or offensive prior to publication. The opinions reflect the personal opinion of the visitor on the platform, so the seller is limited from any liability arising from the information given in the opinions.

13.5. Conflict solving

13.5.1. The seller complies with applicable consumer protection laws. Customer satisfaction is important to the seller. It shall use its best endeavors to ensure an effective system for capturing and handling any complaints. In case of problems related to the contractual relationship, the entry point for receiving complaints is the e-mail address info@lumax.si.

13.5.2. The seller will strive to resolve any disputes between him and the buyer arising from the contractual relationship governed by these general terms and conditions, amicably, in the spirit of good business cooperation.

13.5.3. If an agreement is not possible, disputes between them will be resolved by the competent court in Krško, Slovenia.

Slovenia, Krško, March 31, 2022