

GENERAL TERMS & CONDITIONS

Intra lighting d.o.o.

General terms

1.1

The following General Terms & Conditions of the Contract (hereinafter also referred to as the "**General Terms & Conditions**") apply to all business relationships between INTRA LIGHTING d.o.o., Vrtojbenska cesta 50, 5290 Šempeter pri Gorici, Slovenia, registration no. 5290457000 (hereinafter also referred to as the "**Supplier**") and its buyers (hereinafter individually also referred to as the "**Buyer**"). These General Terms & Conditions also apply to business relationships of the Supplier's subsidiary companies (in this respect the term "**Supplier**" also includes these subsidiaries) with their buyers (in this respect they are hereinafter individually also referred to as the "**Buyer**"). The Supplier's subsidiaries referred to in the previous sentence are:

- INTRA LIGHTING d.o.o., Croatia
- INTRA LIGHTING d.o.o, Serbia
- Intra Lighting West GmbH, Germany
- Intra lighting Benelux B.V., Netherlands
- Intra lighting US, LLC
- Intra lighting S.r.l., Italy

For the purposes of these General Terms & Conditions the term "business relationships" means any contract concluded between the Supplier and the Buyer, any additions, or amendments thereto and all other acts performed in preparation or execution of such Contract.

For the purposes of these General Terms & Conditions, the term "products" means all items sold by the Supplier that is the subject of the business relationship between the Supplier and the Buyer.

Article headings in these General Terms & Conditions are added for the ease of reference and shall not affect their construction and interpretation.

1.2

For the purposes of these General Terms & Conditions, the term "Buyer" means any legal entity or natural person acting in the course of a profession or business that has concluded or wishes to conclude a contract with the Supplier as well as their representatives, authorised agents and legal successors. As evident from the previous sentence, this General Terms & Conditions apply to B2B relationships and do not apply to Supplier's relationships with consumers.

These General Terms & Conditions are published on the Supplier's web page. The Buyers acknowledge these General Terms & Conditions by placing an order or accepting an order confirmation in which a reference is made to these General Terms & Conditions. By accepting these General Terms & Conditions, the Buyers agree that they also apply to future transactions between the parties, until explicitly revoked. With the acceptance of the delivery, Buyers once again acknowledge these General Terms & Conditions as binding.

1.3

Additions or amendments to any provision in these General Terms & Conditions are applicable only if and to the extent that the Supplier has laid them down in writing and these relate only to the relevant underlying Contract. Supplier is at all times entitled to amend or supplement these General Terms & Conditions unilaterally and/or use new terms and conditions. Supplier agrees to inform the Buyer of such amendment(s), additions or new terms and conditions no later than ten (10) business days before these take effect.

1.4

The Buyer's general terms and conditions are applicable only if and to the extent that the Supplier has accepted them expressly and has confirmed this acceptance to the Buyer in writing. As long as the Supplier has not accepted the Buyer's terms and conditions in writing, the Supplier expressly rejects the

Buyer's general terms and conditions of purchase or other clauses. The Supplier hereby explicitly refuses the applicability of any business terms of the Buyers that may be in conflict with these Supplier's General Terms & Conditions.

Conclusion of the Contract

2.1 The offer

Offers submitted by the Supplier are not binding and are to be regarded only as an invitation to place an order. The offer calculation shall only apply if an order is placed for the entire quantity of the Products offered and if the Supplier confirms the whole ordered quantity with the order confirmation. The Buyer is invited to place an order within the period specified in the offer, and if no such period is specified the Buyer is invited to place an order within ninety (90) days from the date of the offer.

Any product photos included in the offer are symbolic, and the Supplier reserves the right to make minor and reasonable changes in products with regard to LED modules and electric components, which do not affect their quality and performance.

2.2 The order

Orders (*i.e.* any order placed by the Buyer to the Supplier) are placed in writing. For the purposes of this specific paragraph, "written" means sent by letter, fax, e-mail or by other means of electronic communication (including adding a product to the cart on the Supplier's webpage and placing an order through it). An order from the Buyer always constitutes a binding proposal, subject to these General Terms & Conditions. The Buyer shall ensure that the terms of any order (including any requested specification) are complete and accurate (with article number, product name with description and ordered quantity). No order shall be deemed to be accepted by the Supplier unless and until an order confirmation is issued by the Supplier. The Supplier is entitled to decline the order, without being liable to pay any kind of compensation to the Buyer.

2.3 Order confirmation

A contract is only concluded when the Supplier issues an **order confirmation**. For the content and scope of deliveries and services, the order confirmation of the Supplier is binding for both parties and shall supersede any other contract documents. Supplier shall endeavour, but is not obliged to do so, to issue the order confirmation within five (5) working days after receiving the Buyer's order. Remote data transmission, electronically (E-Mail, etc.) transmitted offers, order confirmations, the Buyer's confirmations and other contract documents are legally binding without a signature.

After receiving the Supplier's order confirmation, the Buyer shall confirm the order confirmation within three (3) working days upon its receipt. If the Supplier's order confirmation anyhow differs from the Buyer's purchase order, the Buyer shall immediately report to the Supplier any error or lack of information in the order confirmation. If no objections are raised within three (3) working days upon the receipt of the order confirmation, the content of the Supplier's order confirmation shall be deemed fully and irrevocably approved by the Buyer. Afterwards, the Buyer is not entitled to propose any changes to the order and, likewise, the Supplier is entitled to refuse any proposed changes.

However, the term for delivery stated in the order confirmation does not begin to run until:

- the Buyer provides approval or clearance of all required technical information provided by the Supplier (product specifications, technical documents, technical drawings) and until the Buyer fulfils all of its contractual obligations required for the delivery to take place;
- the Supplier receives an advance payment or security from the Supplier, if applicable and as envisaged under Article 3.3. here-below.

If essential documents are not made available to the Supplier in due time, the delivery terms shall be reasonably extended to allow the Supplier to eliminate the lagging caused by the late receipt of essential documents.

2.4 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. All costs and damages caused by changing or cancelling an order after the second (2nd) working day or later will be charged to the Buyer, together with the value of ordered products.

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.

2.5. Amendments of the order

Within three (3) working days after the receipt of the order confirmation, the Buyer is entitled to propose changes to its orders regarding the quantity and the technical specification of the ordered products. This proposal shall be sent to the Supplier by e-mail, in line with Article 11.1 of these General Terms & Conditions. In case of such subsequent amendment of the Buyer's order, the concluded Contract is deemed terminated and the Supplier shall either issue a new order confirmation or reject the new order.

2.6 Errors and changes in the Product

All data in the Supplier's catalogues, sales documents, offers, price lists, drawings, on the web page, all weight, photometric data and dimension specifications have been processed with due care. However, the Supplier does not guarantee that there can be no deviations, errors, changes in structures and dimensions. The Supplier reserves the right to subsequently correct any obvious errors without any liability. The Supplier reserves the right to make minor and reasonable changes to its Products with regard to LED modules and electrical components, shape, colour, material and design, which do not affect their quality or performance.

Terms of Payment

3.1 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 FCA basis Intra lighting logistic centre (Vrtojbenska cesta 50, 5290 Šempeter pri Gorici, Slovenia).

3.2 Invoice

The invoices may be issued by the Supplier at any time prior to, at or after the delivery of the products – in line with payment dynamics agreed under Article 3.3. here-below. In case of higher quantities of ordered products and partial deliveries thereof, delivered products can be invoiced gradually after each partial delivery. The Buyer agrees to receive invoices by electronic means of communication.

3.3 Payment

The Buyer should pay the amount invoiced by the Supplier in full with no deductions within the deadline specified in the order confirmation. Unless otherwise explicitly agreed in writing, the Buyer agrees to pay the purchase price in advance. Meaning that the delivery will be carried out only after receipt of advance payment (as specified in the order confirmation) or after receipt of (i) an independent abstract bank guarantee payable on the first demand and issued by a bank acceptable to the Supplier or (ii) ILC (Irrevocable Letter of Credit) issued by a bank acceptable to the Supplier. Different credit arrangements or payment terms are allowed only with the Supplier's explicit prior written approval. Payments shall be made free of charge to the Supplier's payment office and shall be deemed effected once the amount is at the Supplier's disposal.

In case of existing or subsequent doubts (assessment of which is in the discretion of the Supplier) about the Buyer's creditworthiness or in case of delays in payment, the payment agreements may unilaterally be amended by the Supplier in a way that the Supplier reserves the right (even in cases when it was previously anyhow derogated from the agreement on advance payments, stipulated in the previous paragraph) to declare that the delivery will be carried out only after receipt of advance payment or after receipt of (i) an independent abstract bank guarantee payable on the first demand and issued by a bank acceptable to the Supplier or (ii) ILC (Irrevocable Letter of Credit) issued by a bank acceptable to the Supplier. The Supplier reserves the right to terminate or suspend the Contract at any time prior to delivery of the products if in its reasonable discretion it is not satisfied with the credit rating of the Buyer or becomes aware of the Buyer's lack of creditworthiness.

3.4 Late payment

After expiry of the payment period, the Buyer is in default and shall pay to the Supplier default interest on overdue amounts (delayed payments) at the respective base interest rate of the European Central bank EURIBOR + 8 % per year, calculated from the first day after the expiry of the payment deadline, accruing on a daily basis until payment is made. The Buyer is in default as a result of the mere expiry of the payment term without any notice of default being required – the Supplier's claims against the Buyer are immediately due and payable.

Buyers undertake to reimburse the Supplier for any amount paid or expenditure arising from the collection of receivables, e.g., the dunning fees and collection charges or other costs incurred for any necessary legal measures.

3.5 Retention of payment

Payment may not be refused or delayed by reasons of any defect in the products or services. The Buyer shall make all payments due under the Contract in full - without any deduction by means of set-off, counterclaim, discount, abatement or by any other means.

The Buyer may only offset claims pertaining to delivered products with undisputed counterclaims that have been recognised and explicitly acknowledged by the Supplier in writing, to an extent reasonably proportionate to the established material defect in products.

Delivery

4.1 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 provided to the Buyer as a point of reference only and are not binding. Claims regarding compensation for damages arising from delayed deliveries are excluded.

4.2 Delivery location

Delivery terms and dates are understood to be FCA (Free carrier at place) from the Supplier's premises unless otherwise specified.

4.3 Extension of delivery time

In case of circumstances which are unforeseeable or independent of party's will or control, as for events of force majeure or unforeseen circumstances on the part of the Supplier or of the sub-supplier, the Supplier is entitled to postpone the delivery and/or service for the duration of these circumstances. These circumstances include primarily but are not limited to, pandemic, armed conflicts, governmental actions, protests, embargos, transport and customs delay, transport damages, shortage of energy or raw materials, breakages of machinery, fire, flood, strike and lock-out.

4.4 Late deliveries by sub-suppliers

The Supplier reserves the right to partial delivery or extension of delivery time in case of the incorrect, delayed, or improper deliveries by sub-suppliers. In this case, the Supplier undertakes to inform the Buyer without delay.

4.5 Storage of goods

Products ready for shipment must be collected immediately, otherwise, after thirty (30) days following the notification for the readiness for dispatch, the Supplier is entitled to store them at the risk and cost of the Buyer and to charge the Buyer, for every commenced month of delay, a storage charge at the rate of 0.5 % of the total price of the products for which the delivery is delayed, up to the maximum 5 % of the price. If the products are not collected timely, the risk of damage or loss of the products passes to the Buyer after thirty (30) days following the Supplier's notification that the products are ready for dispatch.

4.6 Passage of risk

Delivery FCA (Free carrier at place) Šempeter pri Gorici, Slovenia

All products shall be delivered FCA at the Supplier's logistic centre (Vrtojbenska cesta 50, 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 company charged with transporting the products.

Within a reasonable period prior to delivery of the products, the Buyer shall indicate to the Supplier the name(s) of one or more persons who is/are authorised to collect the delivery and sign the delivery note. If none of the authorised persons named by the Buyer is present or is ready to collect the products, at the time and place of delivery as specified above, the Buyer enters into default of acceptance of the products.

Buyers must notify the carrier and the Supplier immediately upon delivery of obvious transport damages or faults (damaged packaging, incorrectly delivered quantity) and it shall ensure to receive the carrier's confirmation of the complaint. Hidden transport damages or faults shall be reported to the Supplier and to the carrier or any other person or company charged with transporting the products within five (5) working days after the delivery of the products.

Delivery to the Buyers premises - CPT (Carriage paid to), DAP (Delivered at Place)

Only if explicitly agreed between the parties and confirmed in the Supplier's order confirmation, the transport is organised by the Supplier with delivery to the Buyer's Premises or to other address determined by the Buyer (CPT or DAP). In such case, the Buyer shall make sure that adequate machinery for unloading is available. The Buyer shall immediately upon delivery (CRM 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 five (5) working days after the delivery of the products. The Buyer shall describe the fault in detail (photos included). After five (5) working days, the Supplier has no obligation or liability regarding the delivered quantity and evident factual material defects.

4.7 Penalties

If the Buyer proposes a contractual penalty for failing to deliver the products in the agreed delivery terms, the Buyer shall explicitly propose that in its order. In its order, it shall specify the proposed delivery time and the penalty for the delay (per day). The Supplier hereby already preliminarily excludes the possibility to accept any proposed contractual penalty which exceeds 0,1 % per day, and which may in total exceed 5 % of the total value of the ordered products.

Delivery terms with contractual penalties are binding only if confirmed by the Supplier in advance, in a separate written agreement. The Supplier may confirm delivery terms with proposed contractual penalties after controlling availability in planning, production, and purchase departments with a separate written agreement between the Parties. Such an agreement is valid only if signed by the Supplier's legal representative.

If the Supplier's performance is delayed due to force majeure or other unforeseen circumstances beyond its control, the contractual penalty shall not be charged for the days in which the fulfilment of the Supplier's contractual obligations was prevented by force majeure. Furthermore, no penalties apply to the Supplier if the Buyer fails to timely provide the agreed payments or securities envisaged in Article 3.3 of these General Terms & Conditions or if the Supplier's performance is delayed because of the Buyer's behaviour or reasons on its side.

If the Supplier fails to comply with fixed dates or periods which have been bindingly agreed, the Buyer is obliged to grant the Supplier in writing a reasonable grace period for delivery. If the Supplier culpably fails to deliver within the set grace period, the Buyer is entitled to terminate the Contract with immediate effect.

4.8 Technology and Equipment change

As far as the scope of delivery is concerned, the Supplier reserves the right to change the technology and equipment of the ordered products due to technical reasons or in order to comply with legal or official requirements. With regard to minor and reasonable changes of products, Article 2.5 of these General Terms & Conditions applies.

4.9 Returns

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

Retention of Ownership

5.1

The supplied products remain the exclusive property of the Supplier as long as the Buyer has not fully paid the purchase price, including all surcharges (interests, expenses, etc.) – meaning, as long as the payment has not been received by the Buyer and has thereby not been deemed effected.

The Buyer should immediately without delay inform the Supplier about any threats or attempts to pledge, seize or other attempts to take hold of the products by third parties and take all measures to prevent any of the stated actions. In such a case, the Buyer shall provide all access to the premises to the Supplier in order to allow and enable it to regain the possession of the Products on which it still holds the title. In case of violation of the Contract, such as delayed payment, the Supplier is hereby entitled to terminate the Contract and claim back the Products and compensation, as envisaged in Article 7 of these General Terms & Conditions.

Complaints and Warranty

The Supplier guarantees that the products are produced in accordance with either the valid European or US quality standards and in accordance with the EU Declaration of conformity. The Supplier guarantees that any product sold under the brand name "Intra Lighting" is free of malfunctions and material defects, under conditions listed in Article 6.3 of these General Terms & Conditions, for a Warranty period of seven (7) years, starting from the invoice or delivery note date – whichever is issued earlier. As evident from the previous sentence, this seven (7) year warranty applies only to products sold under the brand "Intra Lighting". The Supplier's seven (7) year warranty does not apply to luminaires, light management systems or other products of other manufacturers sold by the Supplier. In case the Buyer is in doubt whether a product in question is »Intra Lighting« branded or a product of other manufacturers, it is invited to contact the Supplier by e-mail (in line with Article 11 of these General Terms & Conditions) and clarify this with the Supplier directly.

6.1 Inspection of Products

The Buyer is obliged to examine the products immediately upon the acceptance thereof, and notify the Supplier of any defects identified:

- For complaints of Transport damages, see Article 4.6 here-above. They must be noted in the CRM document or in other valid document proving the delivery (for quantity or evident transport damage).
- Evident defects must be reported within five (5) working days following the date of delivery.
- Complaints regarding defects in workmanship or material (evident at installation) shall be submitted within one (1) month of the date of delivery.

The Buyer loses the right to invoke a defect of the Products, including all warranty rights, if he does not notify the Supplier about the nature of the defect within a reasonable time, this being: (i) for evident defects – five (5) working days following the date of delivery and (ii) for hidden defects - at the latest in two (2) weeks after the Buyer has discovered or ought to have discovered it.

6.2 Notification about the claim

All claims must be submitted on this form with all the necessary details, so the Supplier can begin resolving the Buyer's complaint right away:

<https://www.intra-lighting.com/Complaint-form>

The Buyer bears the full burden of proof that all the conditions for a claim are met, especially for the defect itself, for the timely discovery and notification of the defect. Buyer's claims will be reviewed after receiving a properly filled in complaint form, this being maximum three (3) working days. The Products subject to the complaint shall be sent for the Supplier's inspection at the Buyer's expense. The Supplier shall be given the time necessary to examine and remedy the defects or supply replacement parts or equipment or to replace it with a non-defective product (of the same type or equivalent – subject to any technological progress that has occurred as from the release of the original product), as applicable.

6.3 7-Year Warranty

All complaints are handled in compliance with the seven (7) year Warranty conditions, which constitute an integral part of these General Terms & Conditions. For all information, please see the [7-year Warranty Conditions](#) attached to these General Terms & Conditions.

6.4 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.

Termination of Contract

7.1

The Contract may at any time be terminated by the Supplier with immediate effect with a written notice to the Buyer in the following cases:

- The Buyer breaches a contract and fails to remedy the breach within seven (7) days after a written notice to do so has been issued by the Supplier; or
- The Buyer is insolvent or is an apparent risk of becoming insolvent.

This provision does not limit the possibilities for termination of the Contract envisaged under Articles 4.7 and 5.1 of these General Terms & Conditions. In this article, the term "written" means sent per post or per e-mail.

7.2

Once the Supplier has issued the order confirmation, the Contract (in whole or in part) cannot be terminated, or any changes cannot be made to the Contract (including the quantity or type of products) by the Buyer without the written approval of the Supplier. If any termination or variation is agreed to by the Supplier, the Supplier may vary its prices, delivery terms and any other terms accordingly and may charge a handling or other fee. This provision does not limit the Buyer's right to terminate the Contract in line with Article 2.4 here-above or to propose its amendment in line with Article 2.5 here-above.

7.3

If the Contract is terminated for reasons listed in Article 7.1 here-above, the full charge of the products shall become due immediately and shall be paid by the Buyer to the Supplier. Any pre-payment is retained by the Supplier. Securities remain with the Supplier and may be encashed.

Confidentiality

8.1

The parties acknowledge that the existence and the terms of their agreement and any oral or written information exchanged between the parties in connection with the preparation and performance thereof are regarded as confidential information. Each party shall maintain the confidentiality of all such confidential information, and without obtaining the written consent of the other party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorised disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, orders of the court or other government authorities; or (c) is required to be disclosed by any party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors are bound by the same confidentiality obligations as those set forth herein. This provision shall survive the termination of this agreement for any reason.

Intellectual Property Rights and Copyright

9.1

The Buyer does not acquire any intellectual property rights in respect of the products sold by the Supplier. All documents and sales information such as catalogues, brochures, documents and drawings as well as offers, projects, and any other technical documents, e.g. plans or models and prototypes, remain the intellectual property of the Supplier. Any processing, copying, circulation and/or public reproduction other than for private use shall be deemed illegal and prohibited without the prior written permission of the Supplier. All trademarks, graphics, logos, photographs, text, and design used on the web site and other promotional materials belong to the Supplier or its licensors. The Buyer may not remove, supplement, or change any marks, signs, letters, or designations the Supplier has affixed to the products.

9.2

Whenever products are supplied by the Supplier according to the Buyer's plans, drawings, models, analytical specifications, or any other Buyer's information and this infringes the rights of third parties, especially intellectual property rights; the Buyer undertakes to indemnify and hold harmless the Supplier. The indemnification shall cover, but is not limited to, the cost of the Supplier's legal defence, including both court and lawyer fees as well as costs of out-of-court consulting and representation, and shall fully compensate the Supplier for any damage suffered or costs incurred as a result of such breaches.

Privacy policy

10.1

The Supplier may use and disclose the Buyer's information according to the [Privacy Policy](#). Privacy Policy will be treated as part of these General Terms & Conditions.

Notices

11.1

In all instances when these General Terms & Conditions refer to notices sent per post; this means sent to the party's business address by regular post with confirmation of receipt.

In all instances when these General Terms & Conditions refer to notices sent to the Supplier per e-mail, this means sent to the e-mail address from which the Supplier's customer care department contacted the customer (Addressee) and ccd@intra-lighting.com (in Cc).

In the absence of explicit provisions on means of communication in these General Terms & Conditions, the notices shall be sent per e-mail.

Applicable Law and Jurisdiction

12.1

These General Terms and Conditions and the contracts are governed by Slovenian law, without regard to its conflict of law principles. The applicability of the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Parties shall undertake to execute its mutual contracts in good faith searching to solve any dispute that may arise by the application, development, fulfilment, interpretation, and execution of these General Terms & Conditions by means of negotiation and mutual agreement.

12.2

In case of conflict between the dispositive provisions of Slovene law and these General Terms & Conditions, the latter shall prevail.

12.3

Any disputes arising out of or in connection with these General Terms & Conditions (including all contracts or precontractual actions to which these General Terms & Conditions apply) shall be finally settled by a court territorially competent for the Supplier's registered office.

Other Provisions

13.1

The Buyer may not assign any rights arising under any contract with the Supplier to third parties without the Supplier's prior written consent.

13.2

Even if not stated in the offer or in any other contractual or pre-contractual documents, the Supplier is allowed to sub-contract its obligations under the Contract with the Buyer to its sub-contractors, and it is allowed to purchase and resale products or parts thereof from third parties.

13.3

If any term or condition of these General Terms & Conditions, the deletion of which would not adversely affect their content, shall be held illegal, invalid, or unenforceable, the remaining terms and conditions shall not be affected thereby and such terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

Šempeter pri Gorici, 15.2.2021