

SALES TERMS AND CONDITIONS

Sales Terms and Conditions described below govern responsibility, liability and contractual relations between **DITO d.o.o., Gorica pri Slivnici 144, 3263 Gorica pri Slivnici, Slovenia, VAT no.: SI5971857** (hereafter defined as DITO), as the owner, producer and seller of DITO Lighting products, and the visitors of website www.dito-lighting.com, buyers and users of DITO Lighting products (hereafter defined as Customers).

1. ACCEPTANCE

By purchasing DITO products the Customer accepts in full the Sales Terms and Conditions. Sales Terms and Conditions are non-cancelable by the customer. These Sales Terms and Conditions are the only applicable conditions accepted by the Customers, except for any preliminary terms or provisions, expressly written and agreed upon.

Confirmation of a purchase order implies the tacit reading and agreement with Sales Terms and Conditions published by DITO on the website at the time of the order confirmation.

DITO reserves the right to refuse any clause or file attached to the purchase order that opposes or adds new elements to Sales Terms and Conditions as stated herein.

2. PRICE AND PAYMENT

Prices published on all DITO's documents are net prices, excluded from any taxes, customs duties and transport costs. DITO reserves the right to modify its prices at anytime, in accordance with the Sales Terms and Conditions and of the laws in use in the domicile country.

Products sold by DITO will be invoiced in Euros, VAT included if applicable, in the amount determined at the time of the order confirmation. Products will be invoiced VAT included, in case products are sold:

- to an individual in Slovenia and other members of EU countries,
- to an individual, not resident of EU, with delivery in Slovenia.

Products that are purchased from outside of EU and shipped to a country outside of EU, will be invoiced without VAT.

Customers shall provide written order for products to DITO by mail or e-mail. As soon as order is received, DITO shall provide to customer a Proforma Invoice with price, delivery time and delivery term in accordance to trade clauses of Incoterms 2010.

DITO commits to produce and deliver the ordered products within the delivery time as stated. Delivery time starts from the date of receipt of payment for the ordered products.

DITO does not produce or sell products without prior payment for the ordered products. Except for specific written agreements between customer and DITO, the payment term is a **prepayment** based on a Proforma Invoice.

All Invoices are considered paid when funds received. DITO accepts the **bank transfer payment only**.

IBAN: SI56 0400 1005 0299 921

BIC/SWIFT: KBMASI2X

Bank Name: Nova Kreditna banka Maribor d.d.

Bank Address: Ulica Vita Kraigherja 4, 2000 Maribor, Slovenia, EU

All invoices shall be paid free of charge, without deduction for DITO, including all bank transfer fees.

The currency is EURO.

Customer may perform payment in other currencies as well. **At the day of payment**, customer converts currency of choice using ECB (European Central Bank) **Euro foreign reference exchange rates**. Reference exchange rates are published on [ECB's web site](#) and are updated daily.

3. PRODUCTS AVAILABILITY

Our products are produced exclusively for known customer and are not available off-the-shelf.

The standard production time is 16 weeks, starting with the day of receipt of payment in full and receipt of written Purchase Order.

All orders are NCNR or Non Cancelable Non Returnable, means that orders can not be cancelled and the products can not be returned.

4. DELIVERY

Unless customer provides specific written instructions, DITO selects the method of delivery. Delivery in Slovenia is free of charge. Delivery costs for the rest of the world, including all taxes, customs duties and transport costs, vary according to the country of destination and are borne by Customer. Delivery of the products is made at the recipient's risk and danger. Shipping insurance can be provided upon request and at the customer's expenses.

When products are delivered, customers have to verify that the packaging is in good conditions and Customers should state any reservations to the courier according to the schedule set forth by law.

Delivery and acceptance of the products is carried out in accordance to trade clauses of Incoterms 2010 which also applies for the transition of responsibility and risk of accidental destruction and damage to products.

Customers are requested to provide evidence of the lack of/malfunction of the products ordered immediately of the time of receipt of goods. DITO commits to do its best to respect the delivery schedule but it will not be held responsible, in any case, for delivery delays or for any damage caused by this.

5. COMPLAINTS

If products have any faults or do not match the shipping invoice, the Customer will have to inform DITO, describing the fault which has been found. This procedure has to be done immediately upon product delivery and before installing or using the product, by emailing to info@dito-lighting.com. A copy of the invoice will have to be imperatively attached to the Customer's complaint. No complaint will be accepted unless all conditions above are respected.

Products can be returned to DITO only after a review of claim and confirmation, validated by DITO. Shipping costs for sending products back are paid by the Customer. Products returned back to DITO will have to be in perfect conditions, packed with care in the original box. Accessories have to be sent as well, no modification can be done to serial numbers, stickers or prints and brands have to be undamaged, so that DITO will be able to correct, repair or resell the products. Products have to be sent back to DITO to the address: **DITO d.o.o., Gorica pri Slivnici 144, 3263 Gorica pri Slivnici, Slovenia**. If the Customer should send products without DITO approval or if products should not be sent according to the conditions above, DITO has the right not to accept them. Products will be then sent back to the sender, at his own expenses.

6. WARRANTY

Products produced and sold by DITO come with standard **five (5) years** warranty, starting from the product delivery date, see Directive 1999/44/CE of May 25th 1999 about exact features of sales and goods warranties in EU. If legal conformity warranty is applied for the products at warranty issue, shipping costs will be refunded to the Customer. Regardless of the problem, products covered under warranty have to be subsequently shipped to DITO together with a copy of the invoice.

Warranty will not be applied for repair damages brought about by external causes such as accidents or by a mistake made by the Customer such as an installation which does not comply with the product's specifications or an installation that could be dangerous for the product. If there is a need for a repair service and products are not covered or passed the coverage by warranty, DITO will provide a quotation for the repair service. For any further information about the after sales service, please contact info@dito-lighting.com.

Warranty provided by DITO does not cover:

- abnormal and non-standard use of the products,
- damage caused by unauthorized repairing,
- damage caused by accidents and external causes,
- damage caused by force majeure.

7. LIMITED WARRANTY AND LIABILITY

Upon confirming the purchase order to DITO, customers implicitly accept that directors, managers, employees and all DITO staff have no responsibility for any damage derived from the use of the purchased products.

Customers accept that this responsibility exemption is complete and is applied to any kind of damage, including direct damages with no limitation, indirect damages, compensative, special, accidental, mortal and consequential damages.

DITO will not in any case be held responsible for any kind of loss, damage, direct or indirect, for whatever the cause might be.

Customers will not claim to benefit from a discount if invoices will correspond to an incomplete delivery or if products should be flawed.

IN NO EVENT SHALL DITO BE RESPONSIBLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ECONOMIC LOSSES, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER THEORY.

8. ADVERTISING

Customers will not behave as that they act on behalf of DITO because this would imply infringement with DITO authorization. "DITO seller", "DITO store" and similar terms will have to be used without giving the impression that DITO has any interest or responsibility in the customer's business management. DITO brand will not be used without a preliminary written agreement made by DITO. If a customer should want to advertise his products, he would have to ask DITO to obtain its permission.

9. INTELLECTUAL PROPERTY

The content of all DITO written materials, including website www.dito-lighting.com (pictures, texts, names, brands, videos, etc.), leaflets, data sheets, test reports, certificates, application notes, etc. (hereafter defined as Materials) are property of DITO. Any copy, total or partial, of the content of Materials, with any means, on any media and on any purpose is subject to explicit authorization from DITO.

Information, content, files and software displayed and transferred are protected by Slovenian laws and by international laws about intellectual property and copyright. DITO does not provide the permission to copy, distribute and display any part of the Materials for which it does not have intellectual property rights.

Abusing Materials contents, thus violating DITO's rights, constitute forgery offense, which is severely punished by the Intellectual Property Code. DITO will not be held responsible in case a third party's rights are violated. DITO will not hesitate to engage appropriate juridical sites to hackers and counterfeiters, and will ask the court for compensations for material and moral damages suffered.

10. CONTROVERSY AND RESPONSIBILITY

If there should be a contestation and this should not be solved between the customer and DITO, such contestation will come exclusively within the Court of Celje, Slovenia, jurisdiction and will be governed by Slovenian law.

Gorica pri Slivnici, Version 3.0, April 2022