



LUX LES
DOM-DEKOR

TERMS AND CONDITIONS

(6 pages, Valid as of February 25, 2025)

UNLESS OTHERWISE AGREED IN WRITING, THE FOLLOWING TERMS AND CONDITIONS OF PRODUCT SALES ARE LIMITED TO THOSE CONTAINED HEREIN. These Terms and Conditions constitute a binding contract between Buyer and LUX LES Dom-Dekor, proizvodnja, trgovina in storitve, d.o.o. ("LUX LES Dom-Dekor") and are referred to herein as "Terms and Conditions". Buyer accepts these Terms and Conditions by making a purchase from or placing an order with LUX LES Dom-Dekor or shopping on any LUX LES Dom-Dekor affiliated website. These Terms and Conditions are subject to change without prior notice.

Buyer consents to receiving electronic records; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting LUX LES Dom-Dekor.

Governing Law. These Terms and Conditions and any agreement into which they are incorporated shall be governed by, construed and enforced exclusively under and in accordance with the laws of Republic Slovenia, excluding its conflicts of law rules. The parties agree to and submit to personal jurisdiction and venue in the State courts of Republic Slovenia.

Limited Warranty. All products sold by LUX LES Dom-Dekor is sold as new and comes with LUX LES Dom-Dekor limited standard warranty unless stated otherwise. Subject to the conditions, exclusions and limitations that follow, LUX LES Dom-Dekor warrants that its products are free from defects in materials and workmanship. LUX LES Dom-Dekor provides a **five (5) year warranty** from the date of delivery for wood panels and wood furniture and a **thirty (30) day warranty** from the date of delivery for clocks. To the extent permitted by local law, LUX LES Dom-Dekor guarantees that at its discretion, it will repair, replace, or refund any product that manifests a defect in materials or workmanship during the limited warranty period. The limited panel warranty covers any defects workmanship of panels. The limited hardware warranty does NOT cover problems resulting directly or indirectly from:

- Buyers' failure to follow product instructions.
- Buyers' failure to perform preventive maintenance.
- Accidents, abuse, liquid spills, misuse or problems with electrical power.
- Acts of God, including but not limited to natural disasters, fires, earthquakes, and storms.
- Normal wear and tear.
- Products with missing or altered service tags or serial numbers.
- Products for which LUX LES Dom-Dekor has not received payment.

LUX LES Dom-Dekor, proizvodnja, trgovina in storitve, d.o.o.

Cesta bratstva in enotnosti 039, 8330 Metlika, Republika Slovenija

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Except for the express warranties contained in these Terms and Conditions and to the extent not prohibited by law, LUX LES Dom-Dekor DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (1) WARRANTIES OF MERCHANTABILITY, (2) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND (3) WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. LUX LES Dom-Dekor IS NOT LIABLE BEYOND ANY REMEDIES PROVIDED IN THESE TERMS AND CONDITIONS AND DOES NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST THE BUYER FOR DAMAGES. **No warranties or conditions, whether express or implied, will apply after the warranty period has expired. Some states, provinces, jurisdictions or countries do not allow limitations on how long an implied warranty or condition lasts, so this limitation may not apply to you.**

Pricing. LUX LES Dom-Dekor reserves the right to make adjustments to pricing, products and services offered. Quoted prices are subject to change without notice and unless specifically included in a quote or invoice, do not include any taxes, handling, shipping, transportation, duties or other charges or fees. Buyer is responsible for all applicable fees and all federal, state, municipal, and other government taxes on the sale and delivery of products. In order to be honored, a valid exemption certificate must be provided to LUX LES Dom-Dekor prior to shipment.

Payment Methods. The Customer is able to choose from the available payment methods during and before completing the ordering process. LUX LES Dom-Dekor accepts all major credit cards. LUX LES Dom-Dekor accepts PayPal, Credit and Debit Bank cards, COD, wire transfer, certified check, cashier's check, personal check and company check. LUX LES Dom-Dekor does not save bank card details. Billing and shipping addresses must match. Additional documentation may be required. LUX LES Dom-Dekor reserves the right not to release any products or services until all such payments are cleared and credited to LUX LES Dom-Dekor bank account. Buyer has the right to apply for net terms only if Buyer has previously purchased from LUX LES Dom-Dekor. LUX LES Dom-Dekor may, at its discretion, offer credit terms to Buyer subject to the status of Buyer and completion of a credit application form supplied and approved by LUX LES Dom-Dekor. If approved LUX LES Dom-Dekor offers terms on a case-by-case basis. Where credit terms are granted, no amendments will be effective unless made in writing by LUX LES Dom-Dekor.

If payment is made via a third-party service provider, e.g. PayPal or Stripe, their Terms and Conditions are also applicable.



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The “Buy Now, Pay Later” service from Klarna Bank AB (publ), Sweden. The “Buy Now, Pay Later” service from Klarna Bank AB (publ), Sweden is available for each of our products for our customers from Finland, Belgium, Germany, Austria, the Netherlands, Spain and Italy. This “Buy Now, Pay Later” service is available in the “Checkout” section of our site. The decision to provide this “Buy Now, Pay Later” service is made only by Klarna Bank AB (publ) for each purchase and for each customer separately.

If payment is made via the “Buy Now, Pay Later” service from Klarna Bank AB (publ), Sweden, their Terms and Conditions are also applicable.

The “Pay Deposit” service. The “Pay Deposit” service or the service of payment for products or service in parts is available for each of our products for our customers from Slovenia. This “Pay Deposit” service is available in the “Checkout” section of our site. The number of payments, their term and the amounts are indicated in the order, which is sent to the customer by e-mail after making a purchase on our site. LUX LES Dom-Dekor reserves the right to change the number of payments, their timing and payment amounts for the “Pay Deposit” service. Quotes are subject to change without notice. All payments must be made on the date specified in the order.

If the Customer fails to make payment within the determined due date, the Customer falls immediately into default. In this case the Customer must pay interest at the rate of 5% of the order amount for each day of delay.

The Customer’s obligation to pay default interest does not preclude the assertion of further damages caused as a result of the default by the Seller LUX LES Dom-Dekor.

Customers shall only have the right to offset counterclaims provided that these are legally valid or recognized by LUX LES Dom-Dekor. The Customer can exercise a right of retention only when the claim is related to the same contractual relationship.

Shipment. Changes cannot be made to orders that have been shipped. Unless otherwise stated, LUX LES Dom-Dekor ships via Post of Slovenia. Ground shipping is delivered up to 30 days, depending on the shipping destination. LUX LES Dom-Dekor does not ship to P.O. boxes or APO/AFO shipping addresses. LUX LES Dom-Dekor is responsible for insurance costs if Buyer select “Weight Based Shipping + Insurance (CIP)”, INCOTERMS 2020 CIP. Buyer is responsible for insurance costs if Buyer select “Weight Based Shipping (CPT)”, INCOTERMS 2020 CPT. Buyer is responsible for any customs, duties and taxes for international shipments. If a product is rejected by customs or undeliverable, Buyer is responsible for all fees. If the Shipment is delayed by more than two weeks from the date of the shipment agreed with the customer, the customer has the right to rescind the order. In addition, LUX LES Dom-Dekor is entitled to withdraw from the order in these circumstances. In such a case, LUX LES Dom-Dekor will immediately refund any payments that the Customer has already made. As far as “Pay Deposit” service has been used, the Shipment shall be made after receipt the payments specified in the order.



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Delivery, Title (or the property) and Risk of Loss. Products remain the property of LUX LES Dom-Dekor until full payment. Title to products (if the products are paid in full before the shipment) and risk of loss or damage during shipment (if the products are shipped) pass from LUX LES Dom-Dekor to Buyer upon delivery of products to the carrier (INCOTERMS 2020 CIP – “Carriage and Insurance Paid to” or INCOTERMS 2020 CPT – “Carriage Paid To”).

Returns. Once a product is delivered, it is Buyers responsibility to inspect the product and inform LUX LES Dom-Dekor of any damage within five (5) days of receipt. All requests made after 5 days will be handled on a case-to-case basis. All products may be returned or exchanged within thirty (30) days after receipt. To initiate the return process, Buyer is required to fill out the Return Merchandise Authorization (RMA) form. An RMA reference number will be issued upon completion. Unless a product is defective or the return is a result of LUX LES Dom-Dekor error, LUX LES Dom-Dekor will charge a restocking fee of 20% of the purchase price paid, plus any applicable sales tax. Before returning a product, Buyer must first contact LUX LES Dom-Dekor and obtain an RMA reference number before the end of the applicable return period. LUX LES Dom-Dekor will not accept returns without an RMA reference number. Once LUX LES Dom-Dekor receives the product, a refund will be initiated. Refunds will only be issued back to the original form of payment. Original shipping and handling charges may not be refunded.

All Products Must Have a Shipping Label Addressed to:

LUX LES Dom-Dekor d.o.o.

Returns Department,

RMA Reference #

Cesta bratstva in enotnosti 039 , 8330 Metlika, Slovenia.

Exclusion to the right of Returns. The right of return does not apply to the supply of goods that are produced according to customer specifications or clearly tailored to personal needs.

Limitation of Liability. LUX LES Dom-Dekor will have no liability for failure to allocate or reserve any product for Buyer or for failure to deliver products within a specified time period. BUYER AGREES THAT LES Dom-Dekor LIABILITY FOR DAMAGES ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES AND WILL NOT EXCEED THE NET AMOUNT PAID TO LUX LES Dom-Dekor BY BUYER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. EXCEPT FOR INDEMNITY OBLIGATIONS AND BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL LUX LES Dom-Dekor BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA OR SECURITY BREACH OR OTHER ECONOMIC LOSS ARISING



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OUT OF OR IN CONNECTION WITH BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS, OR ANY PRODUCTS OR INFORMATION, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES. THE PARTIES EXPRESSLY WAIVE ALL CLAIMS FOR THOSE DAMAGES.

Force Majeure. LUX LES Dom-Dekor shall not be liable or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the products, if the delay or failure is beyond LUX LES Dom-Dekor reasonable control. The following shall be regarded as causes beyond either party's reasonable control, including but not limited to:

- Acts of god, explosion, flood, tempest, adverse weather conditions, fire or accident fire,
- War, riots, civil insurrection, terrorism, sabotage,
- Import or export embargoes,
- Governmental priority, acts, restrictions, regulations,
- Shortage or failure of supply of materials, labor, or strikes.

Relationship. The relationship between LUX LES Dom-Dekor and Buyer is that of independent contractors and not that of employer/employee, partnership or joint venture. Neither party will make any warranty, guarantee or representation, whether written or oral, on the other party's behalf.

Assignment. LUX LES Dom-Dekor may assign or subcontract all or any portion of its rights or obligations with respect to the sale of products or the performance of services or assign the right to receive payments, without Buyers consent. Buyer may not assign its rights or obligations under these Terms and Conditions without the prior written consent of LUX LES Dom-Dekor. Any attempted assignment without LUX LES Dom-Dekor consent will be null and void without any force or effect.

Arbitration. Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the products, services, interpretation or application of these Terms and Conditions, or LUX LES Dom-Dekor advertising or marketing WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the LAW OF REPUBLIC OF SLOVENIA. If arbitration is chosen by any party with respect to a Claim, neither LUX LES Dom-Dekor or Buyer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Buyer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.



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Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to LAW ON ARBITRATION OF SLOVENIA. The arbitration will take place exclusively in Ljubljana, Slovenia and Buyer submits to the jurisdiction thereof and waives the right to change venue. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to LUX LES Dom-Dekor arising out of the products or services may be litigated in court rather than through arbitration void without any force or effect.

Entire Agreement. These Terms and Conditions are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered hereunder, and supersede all previous understanding, agreements, negotiations and proposals relating thereto. No provision of these Terms and Conditions will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties.