

LUX KOZMETIKA d.o.o.
Zagrebačka avenija 5
10000 Zagreb
Croatia

GENERAL CONDITIONS OF SALE

APPLICATION

These general conditions of sale will apply to all offers and quotations of LUX KOZMETIKA d.o.o. (hereinafter "LUX KOZMETIKA") and to the purchase and sale of any products between LUX KOZMETIKA and the buyer.

Buyer is business entity legally established and based in one of the 27 European Union (EU) Member States and with a proven legal status.

LUX KOZMETIKA shall exclusively deal and have business relations with the buyer.

These terms and conditions will be deemed to have been accepted by the buyer when an order is placed, and a quote is accepted.

All products shall be provided exclusively on the basis of these general conditions of sale. References made by the buyer to his general terms and conditions are hereby rejected.

Deviation from these general conditions of sale require the explicit written approval of LUX KOZMETIKA.

INTERPRETATION

The headings in these terms and conditions are inserted for convenience only and shall not affect their interpretation.

Words imparting the singular number include the plural and vice-versa.

These general conditions of sale are available in English and Croatian. In the event of any discrepancies between the versions, the Croatian version shall prevail.

These general conditions of sale can be amended by LUX KOZMETIKA. The buyer shall be notified of any amendments in writing, and such amendments shall take effect thirty (30) days after such notice.

Should any of the clauses of these terms and conditions be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.

PRODUCTS

"Products" means all goods and services to be supplied by LUX KOZMETIKA.

Any pictures, catalogues, drawings, color and appearance of the products and other data, including measurements and weights, shall be as accurate as possible. This information is binding only insofar as expressly confirmed.

All maintenance regulations, operating instructions and uses of the products shall be set out in the instruction's manual. All technical data shall be included in the technical datasheet.

PRICES

The price of products is set out in LUX KOZMETIKA price lists current at the date of the order or such other price LUX KOZMETIKA may agree in writing.

The applicable price will be set out in the pro forma invoice.

LUX KOZMETIKA reserves the right to revise its price lists at any time with prior notice of 2 weeks to the buyer. Unless otherwise specified in the notice, the new prices become applicable to all orders invoiced from the date on which the new prices become effective.

All prices are in EURO.

All prices quoted are deemed EX-WORKS Zagreb, Croatia –or any other charges or services. The buyer shall bear all freight costs, public fees, taxes and duties. Zagreb as net prices and do not include any taxes, transport

PAYMENT

LUX KOZMETIKA requires an advance full payment as acceptance of the pro forma invoice. The order will be processed at the reception of the full payment by the bank transfer.

All payments to LUX KOZMETIKA must be made in Euro by means of a bank transfer to the bank account specified in the pro forma invoice.

LUX KOZMETIKA shall send invoices by email and the buyer hereby agrees to this method of invoicing.

With the aim of booking special products or products which are out of stock, LUX KOZMETIKA may require the buyer to pay in advance 30% of the total amount by bank transfer. Once the product is available the buyer will be required to make payment of the remaining 70%.

DELIVERY AND TRANSPORT

Shipping costs and insurance costs shall be borne by the buyer, even if it is agreed that LUX KOZMETIKA shall take care of the transport.

LUX KOZMETIKA shall be excluded from any liability related to mislaying, loss, breakdowns and all what may happen concerning the transport.

The delivery date mentioned in the confirmation of order is an estimate.

LUX KOZMETIKA shall have no liability in respect of any failure to deliver by any such estimated date, unless through willful default on the part of LUX KOZMETIKA. Delays on the delivery of the products do not give any right to the buyer to cancel the order and refuse the products. Such delays cannot give rise to deductions, reparations, penalties or damage claims, as well.

The buyer shall detail all the information required to ensure valid customs clearance of the products. Delivery includes delivery note only. Any other document needed must be required by the buyer.

LUX KOZMETIKA reserves itself the possibility of splitting the order into multiple deliveries at no additional cost for the customer.

If as a case of warehouse and/ or logistic error LUX KOZMETIKA delivers Buyer the product that Buyer did not order instead of the product customer ordered, the cost of the replacement will be paid by the LUX KOZMETIKA.

DROP SHIPPING SALES

LUX KOZMETIKA offers the buyer the drop shipping sales service in order to deliver the products directly to buyer's customers with the same terms and conditions of all deliveries.

The buyer shall provide LUX KOZMETIKA with all documents, information or details required for these shipments.

Buyers working under DROP SHIPPING terms must bear in mind that LUX KOZMETIKA guarantee in order to proceed with after-sales issues are applicable at LUX KOZMETIKA premises in Zagreb (Zagreb). With the help of LUX KOZMETIKA, the cause of the dysfunction will try to be detected as much as possible in order to avoid returns from the Buyer to LUX KOZMETIKA. If the cause of the breakdown is detected, LUX KOZMETIKA will send the needed part for the repairing or replacement without cost, but the Buyer will have to pay the shipment expenses. If the goods need to be sent back to LUX KOZMETIKA to be either repaired or replaced, the Buyer will have to face the transport expenses to send it and to return it.

TRANSFER OF RESPONSIBILITY

The transfer of the risk of the products shall take place at the moment of delivery EXWORKS Zagreb.

The transport shall take place at the buyer's risk, even if the carrier has explicitly stipulated that all shipping documents must state that all damage resulting from the transport shall be at the expense and risk of the sender.

WARRANTY

The limitation period for claims for defects shall be 12 months.

LUX KOZMETIKA guarantees the material against manufacture defects during 12 months from the date of the invoice.

The resolution of incidences that may arise under or out of the guarantee period is under the Buyer responsibility who will count on the LUX KOZMETIKA cooperation in order to solve them, as far as possible in the Territory itself.

The Buyer will have to send the LUX KOZMETIKA a detailed report of the incidence to detect the cause of the dysfunction.

Once detected, the Buyer has to indicate the necessary piece to the Manufacturer in order to solve the incidence. If the product is under guarantee, the LUX KOZMETIKA will provide the piece at no cost. The transport costs will be paid by the Buyer or the piece can be included in a Buyer's order.

If the Buyer cannot detect the dysfunction, then the piece or product will have to be sent to the LUX KOZMETIKA to make it checked or repaired. The transport costs will be paid by the Buyer.

Out of the guarantee period, the pieces, the labor and the transport costs will be paid by the Buyer.

In any cases, the guarantee is always given at LUX KOZMETIKA d.o.o. premises in Zagreb and the Buyer will have to pay for the transport expenses.

Any warranty shall be void if operating and maintenance instructions are not followed, if changes are made to products, if parts are replaced or materials used that are not in accordance with original products specifications by LUX KOZMETIKA.

QUALITY

The quality of products is exclusively determined by LUX KOZMETIKA product specifications.

It is buyer's obligations to inspect the products for any defects immediately after delivery. Complaints can never be founded on minor deviations and/on deviations such as color, composition, weight, appearance, etc.

LUX KOZMETIKA shall not accept any liability for defects in the products supplied if they are cause by normal wear and tear.

INSPECTION AND COMPLAINTS

All complaints regarding transport (damage, non-compliance, errors) must be stated on the delivery note of the transport company as "reservation claim" or "accepted with visible damage" and inform LUX KOZMETIKA immediately.

The buyer must inform LUX KOZMETIKA of the complaints regarding the received products within 24h. of the delivery.

LUX KOZMETIKA policy of products return implies:

- Products must be in perfect condition.
- Products must be returned in the original package.
- The buyer must send LUX KOZMETIKA a detailed report of the incidence and the reasons of the return within 24h. after delivery of the products.
- LUX KOZMETIKA must previously approve in writing the return of the products. Without this consent, products cannot be returned.
- LUX KOZMETIKA shall check the products in Zagreb, Croatia premises before issuing the credit note or the refund.

AFTER SALES SERVICE

LUX KOZMETIKA provides after-sales, spare parts and technical service in Zagreb, Croatia.

In case technical service is needed, the buyer shall inform about incidence with a full detailed report, as well as the required part.

If the product is under warranty, LUX KOZMETIKA shall send the part free of charge. The transport cost of the part shall always be assumed by the buyer.

LUX KOZMETIKA technical service shall always be held in our premises.

In case of products under warranty, LUX KOZMETIKA covers the cost of the parts and the labor, if the products are sent to our premises to be repaired. The buyer shall bear the cost of transport of parts and products.

Once the warranty is concluded, LUX KOZMETIKA will offer the same services, against payment of the parts and labor.

APPLICABLE LAW AND JURISDICTION

These general terms and conditions, as well as all offers and agreements to which these general conditions of sale apply, shall exclusively be governed and interpreted in accordance with Croatian law.

All disputes arising between LUX KOZMETIKA and the buyer shall be subject to the exclusive jurisdiction of the Commercial court Zagreb, Croatia.

OTHER PROVISIONS

All legal claims pursuant to these general terms and conditions shall lapse after one year of the delivery date.

The total liability of LUX KOZMETIKA caused by any attributable failure to comply with these terms and conditions shall in any event be limited to compensation of the material up to the amount of the stipulated and invoiced prices of the products concerned.

Zagreb, 02.01.2024.

Version 1.2.