

Terms and Conditions

Terms and Conditions are drawn up on the basis of Slovene Consumer Protection Act (ZVPot), Personal Data Protection Act (ZVOP-1) and Electronic Communications Act (ZEKom-1), recommendations and guidelines of The Chamber of Commerce and Industry of Slovenia.

These are the terms of supply for products and services ordered on online store Ikona Ljubljana (hereinafter "online store"), operated by or on behalf of the VM5 doo, Mestni trg 24, Ljubljana (05/93 42 800, info@ikona-ljubljana.si), e-commerce service provider (hereinafter "the seller"), rights and obligations of the online store provider and online store visitors and users placing an order (hereinafter "the buyer").

Terms and Conditions regulates operating activities of the online store, rights and obligations of its visitors and a business relationship between the seller and buyer.

The buyer is bound by Terms and Conditions that are valid at the time of a purchase (when placing an order). When placing an order, Terms and Conditions shall be explicitly brought to the attention of the buyer. By placing an order the buyer agrees to be bound by these terms.

The essential characteristics of products and services, price, including all taxes and other charges, information about payment methods and delivery, including delivery period, shall be valid at the time of the final confirmation of an order. The buyer shall be informed in a comprehensive and timely manner in case of the change of a delivery period.

The sales price, VAT and delivery cost are shown in your shopping bag before you confirm your order. After placing an order, you will immediately receive a notice on e-mail address you have provided. If you do not receive this e-mail, this could be due to an error in the e-mail address entered. If this occurs, we advise you to contact us on info@ikona-ljubljana.si.

Access to Information The seller undertakes to provide the buyer with the following information:

- the identity of the seller (its name, its registered office and registration number);
- contact details to ensure a rapid and effective communication between parties (e-mail address, telephone number etc.);
- the information on the essential characteristics of the online store products and services, including after-sales services and guarantees;
- the information on availability of the online store products and services (each online store product shall be available within a reasonable period of time);
- delivery terms and conditions, including the delivery location and delivery period;
- detailed pricing information, including information on VAT, delivery costs and other charges;
- the information on payment methods;

- the duration of the product or service offer;
- the withdrawal (cancelation) period and conditions for withdrawal (cancelation) from a contract;
- the returns conditions and related costs, if any;
- the complaint procedure and contact information.

Product-offer

Online store product-offer is due to the nature of e-commerce subject to the rapid stock changes and adjustments, thus the case of irregularity may occur. We advise you, if this occurs, to inform us on the contact details provided below.

Ordering

Upon receipt of the order, the provider sends the user an e-mail informing the user of the receipt of the order (subject: confirmation of the order receipt). This e-mail did not confirm that the goods were in stock or that the shipment of goods had started, but only a notification to the user that the tenderer had received the order and that the procedure for checking the availability of the goods had started.

The user must provide the correct information when placing the order, as it is not possible to change the information later.

Upon receipt of the order, the provider checks whether the ordered product is in stock and notifies the user by e-mail. The purchase contract between the provider and the user (now the buyer) is concluded at the moment when the user receives an e-mail (subject: order confirmation). If the provider does not have the ordered product in stock, he informs the user by e-mail and immediately returns any purchase price received for the ordered product. Submitted electronic order or the sales contract is stored in electronic form on a server at the provider's headquarters.

At the customer's request, the customer receives a copy of the order by e-mail or to the physical address specified in the order. The request can be submitted to the e-mail address info@ikona-ljubljana.si or in writing to the provider's headquarters. After confirming the order, the seller prepares, sends the ordered products and notifies the buyer by e-mail or informs the buyer that the products are ready for collection at the collection point. After the delivery of the ordered items, the seller also sends an invoice to the buyer, in pdf format to the e-mail address of the buyer. The printed invoice is attached to the delivered items.

In case of pickup, the buyer receives a printed invoice for the purchased items upon receipt. The invoice includes a breakdown of the price and all costs related to the purchase, as well as a notice of the right to withdraw from the contract. The user is obliged to check the correctness of the data before placing an order. Subsequent objections regarding the correctness of the issued invoices are not taken into account, except for the data resulting from the provider's error after placing the user's order. In the event that the order or reservation of goods is made via telephone communication, the provider's representative

informs the buyer when ordering or booking goods of the terms of such order or reservation of goods, in accordance with the provisions of these General Terms and Conditions.

Delivery

Our delivery partner is Post of Slovenia, however, due to expediency we reserve the right to appoint other service provider. The total delivery cost is 3.90 EUR including VAT. You may also personally take over ordered products or services at Ikona store, Mestni trg 24, 1000 Ljubljana.

Items in stock will be delivered inside Slovenia in approximately 5 to 7 working days, unless the delivery service normally takes longer in the particular area. Delivery period is written next to the product or service in online store or in the shopping bag. Each online store product or service shall be available within a reasonable time, unless the delivery service does not provide such service in the particular area. The latter shall be explicitly written next to the product or service in online store or in the shopping bag. Dispatch is provided only during working days.

The buyer or the addressee shall examine the quantity and quality of the all products and services when the goods are delivered. The buyer waives all claims (including reimbursement of his or her expenses, the purchase price and delivery costs) in respect of the late delivery or different method of delivery, except provisions set in Art. 23 and 24 of Consumer Protection Act.

Price

Online store sales prices apply to all registered users. You may register on our website and online store either as a registered member or as a one-time guest.

The sales prices in online store are quoted in EUR and include VAT, unless expressly stated otherwise. The special price is a sales price reduced by a certain amount, for a specified or indefinite period. The sales prices shall be binding on the moment of ordering. The sales prices are not limited in time. The wholesale prices do not include VAT, unless expressly stated otherwise. All prices exclude delivery costs. The sales prices in online store are applicable only for online orders and for payment methods listed below.

All prices are binding on the moment of ordering, not limited in time and are therefore binding until their change. Despite our best efforts, some of the products or services listed on the website may be incorrectly priced. In such case, we undertake to a) inform you about the new valid price. You have the right to change or to cancel your order or to confirm the new valid price of the product or service you have ordered, without additional costs; and b) to enable you a cancellation option and to seek an optimum solution acceptable to the both parties.

RIGHT TO REFUSE THE SERVICE

The seller may reject the contract for which he finds that he cannot carry it out under the stated conditions and the information at his disposal. In the event that the provider considers that the user is acting in a harmful manner that would cause damage to the provider and / or websites operated by the provider and unnecessary costs by placing orders, the provider

reserves the right to request an advance payment from this user. In this case, the user will be notified of such circumstances and the contract will be concluded only if he agrees to pay an advance payment on the pro forma invoice, which he will have to pay before sending the order.

Payment Methods

The seller only accepts following payment methods:

- cash on delivery
- direct transfer to seller's transaction account according to the offer or pro forma invoice;
- via PayPal
- using a payment or credit card.

Due to the parallel sale of products in the Ikona Shopping House on Mestni trg 24, 1000 Ljubljana, Ikona Ljubljana reserves the right to reject the order in the event that payment is made by transfer to the account of VM5 d.o.o. (if this is the chosen method of payment) is not done within one working day of placing the order. With the option to pay via PayPal, a 1.5% interest rate is charged on the purchase amount. The bidder issues an invoice to the buyer on a durable medium.

Price

The online price is valid for all registered users of the provider's online store who have entrusted their data to the provider. You become a registered user of the Ikona Ljubljana store on the Ikona Ljubljana website by registering in the online store as a member of the online store or by logging in to the online store as a guest of the online store on the Ikona Ljubljana website.

All prices in the online store are stated in euros and include VAT, unless explicitly stated otherwise.

The promotional price is the temporarily reduced regular price at which the presented item was sold before the price reduction.

All prices in the online store are product prices and do not include shipping costs. All prices are valid only for electronic ordering of products via the online store on the Ikona Ljubljana website.

All prices are valid at the time of placing the order.

Cancellation Rights / Returns

The buyer shall have the right to inform the seller of his or her decision to withdraw from the contract (also cancel the contract) within 14 days from the delivery on the e-mail address given below without giving any reason for such decision. The product return within the period for withdrawal is deemed to be withdrawal notice. The shipping costs are borne by the buyer.

The buyer shall return purchased items within 14 days after the submission of withdrawal notice. The seller cannot accept exchanges or returns of used or damaged items (except in case of faulty products). In the event that faulty products results in unjustified costs, the seller shall try to reimburse them within 14 days of the reasoned notice concerning faulty products. The seller carefully packs products in the delivery box before the shipping. All products shall be undamaged and accurately inspected before the shipping and in original packaging.

For timely returned products the buyer shall receive the amount of the purchase price or the gift voucher. Promotional codes and other discounts are not refundable. The amount of the purchase price shall be returned on the buyer's transaction account and the gift voucher shall be returned as a credit note. Repayment in cash is not possible. The seller shall endeavor that the online store operates properly and seamlessly, thus the case of irregularity may occur. The seller is bound to carry out corrective action as soon as possible. We advise you, if the case of irregularity occur, to inform us on the contact details mentioned below.

The buyer shall return purchased products by post or personally at the seller's delivery point. When the product is returned within the period for withdrawal (cancellation), it is deemed as to be the withdrawal notice. When the sales contract is withdrawn or canceled the buyer shall stop using purchased products. The buyer may examine products only to determine facts. Otherwise, the buyer is responsible for the reduction of the value of the products, if the reduction is an effect of inappropriate and excessive use of the products.

The buyer does not have the right to withdraw or cancel the contract when the product is made according to his or her instructions or needs, when the product is unsuitable for a refund, when the product is perishable and delicate or when the product has been expired.

In exceptional cases, where products are not returned according to Consumer Protection Act, the seller may offer to the buyer an appropriate compensation. An appropriate compensation shall be confirmed by the buyer in writing or by an e-mail. An appropriate compensation shall be deemed only as a credit note when purchasing another product or service of the same or higher value.

Refunds and Cancellation Rights are regulated by Consumer Protection Act. If the product consists of several elements, only a complete product may be replaced or the purchase price returned. The buyer may request the replacement of one element of the product in the event of a material error or damage, but cannot ask for a refund of the element. In later cases, the manufacturer's guarantee period applies.

RIGHT TO WITHDRAW FROM PURCHASE / CONTRACT, RETURN OF GOODS

The buyer, who is a consumer in accordance with Slovene Consumer Protection Act (ZVPot), has the right to contact the seller within 14 days from the date of receipt of the ordered products, on email address info@ikona-ljubljana.si or by mail on the of the seller (VM5 doo, Mestni trg 24, Ljubljana) to withdraw from the sales contract, without having to state the reason for such a decision. The deadline starts one day after the date of receipt of the items. The notice regarding the exercise of the right to withdraw from the contract is considered timely if it is sent by registered mail before the expiry or until the last day of the withdrawal period of 14 days. The return of purchased products to the provider within the deadline for

withdrawal from the sales contract is considered a notice of withdrawal. The only cost borne by the buyer due to the withdrawal from the sales contract is the cost of returning the products to the provider. The buyer must enclose a withdrawal form for the return of the goods, which can be found [HERE](#), or send an unambiguous statement stating that he is withdrawing from the contract. If it is a reclamation (exercising rights from a material error), you can find the form [HERE](#). The deadline for the return of purchased products is 14 days from the date of submission of the notice of withdrawal from the sales contract. The buyer returns the received item by mail to the seller's address or brings it in person to the seller's store at Mestni trg 24, 1000 Ljubljana. The buyer is considered to have returned the goods on time if he sends them or delivers them to the provider in person before the expiry of the 14-day return period. Returned products must be undamaged, in the original packaging and in unaltered quantity, unless the products are destroyed, damaged, lost or their quantity has decreased without the fault of the buyer.

For returned products, the seller returns the full amount paid to the buyer no later than 14 days after receiving the notice of withdrawal, including delivery costs (except for additional costs due to the choice of delivery type, which is not the most affordable standard form of delivery offered by the bidder), any promotional codes used and other discounts are not returned to the customer. The seller shall refund the amount paid to the credit or debit card used for the payment or to the customer's transaction account. The used gift voucher is returned by the provider in the form of a credit. Cash refunds are not possible. The bidder may withhold the return of payments received until the receipt of the returned goods or until the buyer provides proof that he sent the goods back to the bidder.

The buyer of the items may not use it unhindered until the withdrawal from the contract. The buyer may inspect and test the items to the extent strictly necessary to establish the actual situation. The buyer is responsible for the reduction in the value of the goods if the reduction is the result of conduct that is not necessarily necessary to determine the nature, properties and functioning of the goods. The consumer has no right to withdraw from the contract for the following contracts:

- goods manufactured to the consumer's exact instructions and adapted to his personal needs;
- of goods which are perishable or expire quickly;
- on the supply of sealed goods which are not eligible for return for reasons of health or hygiene reasons, if the consumer has opened the seal after delivery;
- on the supply of goods which, by their nature, are inseparably mixed with other objects.

If the buyer decides to withdraw from the contract for the items in the set, he can withdraw from the contract only for all the items together. In exceptional cases, when the items are not returned in accordance with the ZVPot, the bidder may offer the buyer the purchase of the item with appropriate compensation, which the bidder shall determine in the minutes upon return. Reduced value redemption is taken into account upon confirmation of the buyer by e-mail. The buyer uses the said redemption only when ordering another item of the same or higher value.

The provisions of these General Terms and Conditions regarding the right to withdraw from the contract and return the goods do not apply to contracts for the sale of food, beverages and

other goods intended for daily consumption and regularly and frequently delivered by the provider to the consumer's home, residence or workplace.

INSTRUCTIONS FOR WITHDRAWAL FROM THE CONTRACT AND RETURN OF GOODS

- When returning items to the provider (Ikona Ljubljana), you must enclose a form for withdrawal from the contract ([AVAILABLE HERE](#)) or an unambiguous statement stating that you are withdrawing from the contract. Also attach a copy of the invoice.
- Items can be returned in person or sent to the address of the provider Ikona Ljubljana, Mestni trg 24, 1000 Ljubljana.
- Shipping costs are always borne by the sender, unless otherwise agreed in advance. We do not accept redemption shipments.
- If you are making a complaint, you must attach a reclamation form, available [HERE](#).
- In case of return of the item, the buyer must adequately protect the item before handing it over to the carrier. The item must be protected by the original packaging or packaging that can protect the item in the same way as the original packaging.

EXERCISE OF RIGHTS IN THE EVENT OF A MATERIAL ERROR

The error is real when:

- the item does not have the properties necessary for its normal use or for marketing;
- the item does not have the characteristics necessary for the special use for which the buyer is purchasing it, but which was known to the bidder or should have been known to him;
- the item does not have features and characteristics that have been explicitly or tacitly agreed or prescribed;
- the bidder has delivered an item that does not match the sample or model, unless the sample or model was shown only for the purpose of notification.

The suitability of the item is checked with another, faultless item of the same type, as well as with the manufacturer's statements or statements on the item itself.

The buyer must inform the provider of any material error together with a detailed description of it at info@ikona-ljubljana.si, by mail to the address VM5 doo, Mestni trg 24, Ljubljana or directly at the Ikona Shopping House at Mestni trg 24, 1000 Ljubljana and allow the provider to inspect the item. The reclamation form can be found [HERE](#). If the customer reports the error in person at the Ikona Shopping House at Mestni trg 24, 1000 Ljubljana, the bidder will issue a confirmation of the complaint.

A customer who is a consumer in accordance with ZVPot may exercise his rights arising from a material defect if he notifies the provider of the defect within two months from the day when the defect was discovered. The provider is not liable to the buyer, who is a consumer in

accordance with ZVPot, for material defects in the goods that appear after two years have elapsed since the item was delivered. A defect in things shall be deemed to have existed at the time of extradition if it occurs within six months of extradition. For a customer who is not a consumer in accordance with ZVPot, the provisions of the Code of Obligations apply in connection with the exercise of rights arising from material errors.

The consumer who has correctly informed the provider of the defect has the right to require the provider 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.

In any case, the consumer also has the right to claim compensation from the provider, and in particular to reimburse the costs of materials, spare parts, labor, transfer and transport of products incurred in fulfilling the obligations referred to in the previous paragraph. The consumer's rights arising from a material defect shall expire two years after the day on which he informed the provider of the material defect. The right to claim a material error on an item is regulated in more detail by the provisions of the ZVPot.

SECURITY

The provider uses appropriate technological and organizational means to protect the transfer and storage of personal data and payments. For these purposes, it uses a 128-bit SSL certificate issued by an authorized organization.

Credit card authorizations are performed in real time with immediate verification of data at banks. Card information is not stored on the provider's server. Security is also the responsibility of the user and the customer himself, by ensuring the security of his username and password and the appropriate software and anti-virus protection of his computer.

The provider in the online store on the website of Ikona Ljubljana does not accept orders from someone he knows or suspects to be a child without the express permission of his parents or guardians. The provider in the online store does not offer free access to products or services that are harmful to children. The provider will not accept any personal data concerning children without the express permission of parents or guardians, nor will it disclose data received from children to third parties other than parents or guardians. Any communication aimed at children will be appropriate to their age and will not take advantage of children's trust, lack of experience or sense of loyalty.

PROTECTION OF PERSONAL DATA

The provider, as the controller of personal data, undertakes to permanently protect all personal data of users of the Ikona Ljubljana website. More information on the protection of personal data can be found in the document Privacy Policy, which is published on the website of the provider.

Dispute Settlement

The seller respects relevant laws related to consumer protection. The seller has established efficacious procedure of handling of consumer complaints and appointed a contact person for all matters relating cases of irregularity or other consumer problems. The complaint can be submitted on the e-mail address provided below. The procedure is strictly confidential. The seller shall within 5 working day acknowledge receipt of the complaint and inform about expected time to consider the complaint. In the event of any dispute, the seller shall attempt in the first instance to resolve such dispute through friendly discussion. In the event such dispute is not resolved through discussion, the dispute shall be submitted to a competent court.

Parties recognize the validity of electronic communication as a proof before the court. This Terms and Conditions shall be govern by Slovene substantive and procedural law, excluding provisions of international private law about conflict of laws. All other questions concerning the construction, validity, enforcement and interpretation of this Terms and Conditions shall be determined in accordance with the provisions of Obligations Code, Electronic Commerce Market Act, Personal Data Protection Act and Consumer Protection Act.

We inform you that the EU provides an online platform for resolving legal disputes, which is available at the following website

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

Online Dispute Resolution is regulated by Out-of-Court Settlement of Consumer Disputes Act, Regulation (EU) no 524/2013 (Regulation on consumer ODR).

Limitation of Liability

We are not liable for any damages due to incorrect use of products or services purchased in our online store. Website instructions and summaries of the product and services characteristics are informative and cannot replace the consultation with an expert. The seller is not responsible for any disruption of the service caused by the buyer or any appointed service provider. The seller operates in accordance with the applicable legislation and by the necessary measures protects its buyers. In the event of any dispute, the seller shall attempt to resolve such dispute through friendly discussion. Any complaint can be submitted on the e-mail address mentioned below. The seller shall endeavor to provide appropriate image material, descriptions and products or services instructions. The images and photos of products and services in the online store are symbolic. Instructions and summaries of products and services characteristics are informative. You may inform us if an error occurs. Material Defects A defect shall be deemed material if:

- the product or the service does not have the characteristics necessary for its regular use or placing in circulation;
- the product or the service does not have the characteristics necessary for the special use for which the buyer bought it, and this was or should have been known to the seller;
- the product or the service does not have the characteristics and features that were expressly or tacitly agreed upon or prescribed;

- the seller delivered the product or the service that does not match the sample or model, unless the sample or model was only shown for information purposes.

The adequacy of the product or service shall be assessed in relation to usual product or service of the same kind and by having regard to any declarations of the seller as to the characteristics of the product or the service or indications on the product or the service. The buyer may exercise his or her rights resulting from a material defect on the condition that they notify the seller of the defect within a statutory period and enable the seller to inspect the item. The right to claim a material defect is regulated by Consumer Protection Act.

Amendments to Terms and Conditions

The seller may at any time, due to the amendments of the legislation or internal acts, modify this Terms and Conditions. The seller shall inform you about such modification in an appropriate manner. Any change or modification of this Terms and Conditions shall enter into force and apply 8 days after its publication, unless relevant law requires otherwise. If you do not agree with modified Terms and Conditions, you shall within 8 days after the publication, withdraw your registration. Otherwise, it shall be considered you agree with modified Terms and Conditions. You withdraw your registration in writing on e-mail address mentioned below. We operate according to Electronic Commerce Market Act and other related laws.

We wish you a pleasant shopping experience!

Ikona Ljubljana Team VM5 d.o.o., Mestni trg 24, Ljubljana, Telephone: 059 342 800
info@ikona-ljubljana.si