



**SPLOŠNI POGOJI POSLOVANJA
STANDARD DELIVERY TERMS AND
CONDITIONS**

	SKYLOTEC ADRIATIC, ANTHRON d.o.o., k.d., Trgovska ulica 3, 6310 IZOLA	DP / PI 7.2.2.
	SPLOŠNI POGOJI POSLOVANJA STANDARD DELIVERY TERMS AND CONDITIONS	Stran 2 / 20 Izdaja/Issue: 03

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1. SPLOŠNI POGOJI POSLOVANJA / STANDARD TERMS AND CONDITIONS

1.1 Namen / Purpose

Splošni pogoji poslovanja so del pogodbe (dogovora) med stranko in podjetjem Skylotec Adriatic Anthron d.o.o. k.d., kjer so definirani vsi pogoji poslovanja med dvema strankama.

The General Terms and Conditions are part of the contract (agreement) between the client and the company Skylotec Adriatic Anthron d.o.o. k.d., where all terms and conditions of business between the two parties are defined.

1.2 Odgovornosti / Responsibility

Izvajanje postopka je v domeni vodstva podjetja.

Implementation of the procedure is the domain of the company's management.

1.3 Področje uporabe / Scope of application

Splošno pogoji poslovanja se uporabljajo pri poslovanju s strankami.

The general terms and conditions of business are used in business with customers.

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2. REFERENČNI DOKUMENTI / REFERENCES DOCUMENTS

Organizacijsko navodilo je skladno z naslednjimi standardi in dokumenti:

- Poslovnik sistema vodenja

The organizational instruction is in accordance with the following standards and documents:

- Management System Manual

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3. SKLENITEV POGODBE / *CONTRACT CONCLUSION*

Standardni pogoji veljajo za vse dostave in storitve. Vsi pogoji poslovanja stranke so s to pogodbo nični. Naši standardni pogoji poslovanja so edina vsebina pogodbe.

The Standard Terms and Conditions shall apply for all deliveries and services. Any Terms and Conditions of the customer are herewith opposed. Our Standard Terms and Conditions shall be the sole content of the contract.

3.1 Ponudba / *Offer*

Naše ponudbe so neobvezujoče. Sporazumi, zlasti ustni in podrejeni sporazumi, ki jih izda naše prodajno osebje, postanejo zavezujoči le s pisnim potrdilom našega pooblaščenega zastopnika.

Our offers are without engagement. Agreements, in particular verbal subsidiary agreements and undertakings given by our sales personnel, shall only become binding through written confirmation by our authorised agent.

3.2 Pogodbeni dokumenti / *Contract documents*

Dokumenti, kateri so del ponudbe, na primer fotokopije, risbe, specifikacije teže in dimenzije, so le približno verodostojni, razen če so izrecno pisno opisani kot zavezujoči. Izvajalec/prodajalec si pridržuje pravico do lastništva in avtorskih pravic za ponudbe, risbe in druge dokumente. Le ti ne smejo biti dostopni tretjim osebam brez izrecne odobritve izvajalca/prodajalca.

The documents forming part of the offer, such as photocopies, drawings, weight and dimension specifications, are only approximately authoritative, unless they are explicitly described as binding in writing. The contractor/seller retains right of ownership and copyright for quotations, drawings and other documents. They may not be made accessible to third parties without the explicit approval of the contractor/seller.

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4. CENE / PRICES

Če ni nobenega drugega dogovora, veljajo cene franko tovarna ali franko skladišče. Stroški prevoza blaga, embalaža po nabavni ceni in davek na dodano vrednost po trenutni stopnji, se zaračunavajo ločeno.

V slučaju pogodb z dogovorjenim rokom dobave, daljšim od štirih mesecev, je potrebno občutno spremeniti nekatere dejavnike stroškov. Zlasti v zvezi z dejavniki, kot so plače, material, energija ali tovor, se lahko dogovorjena cena prilagodi v ustreznem obsegu v skladu z vplivom, ki ga imajo dejavniki določanja stroškov.

Poznejše zmanjšanje količine naročila ali poznejše zmanjšanje števila izdelkov v primeru dogovorjene delne dostave, pa tudi zmanjšanje dogovorjenih odjav, na splošno ni dopustno. Če se v posameznih primerih strinjamo s spremembo pogodbe, se cene na enoto dvignejo, pri čemer se upoštevajo tudi dodatni stroški za nastavitev in zagon.

In the absence of any other agreement, prices shall apply ex works or ex warehouse. Freight charges, packaging at cost price and value-added tax at the current rate shall be charged separately.

If, in the case of contracts with an agreed delivery time of over four months, there should be a significant change in respect of certain cost factors, relating in particular to factors such as wages, material, energy or freight, the agreed price may be adjusted to an appropriate extent in accordance with the influence exerted by the determining cost factors.

Subsequent reduction of the order quantity, or subsequent reduction of the number of items in the event of an agreed part delivery, as well as the reduction of agreed call-offs is generally not admissible. If in individual cases we agree to alter the contract, unit prices shall rise, also taking account of additional set-up and starting costs.

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5. DOBAVNI ROK / DELIVERY PERIOD

Naslov za dostavo blaga je registrirani sedež izvajalca/prodajalca.

Izvajalec/prodajalec je v zamudi s svojo obveznostjo dostave, ne da bi opozoril stranko/kupca le, če je bil čas, določen s koledarjem, izrecno in pisno dogovorjen kot zavezujoč za dostavo. Opozorilo stranke/kupca mora biti podano v pisni obliki.

Dobavni rok začne teči z odpremo potrdila o naročilu, vendar ne preden stranka/kupec predloži dokumente, pooblastila, odobritve, prejem kakršnegakoli dogovorjenega pologa in pojasnitev vseh podrobnosti izvedbe dostave s pridržkom, da bo izvajalec/prodajalec sam pravočasno dobavljen. V primeru prodaje franko tovarna je bilo upoštevano obdobje dobave, če je dobavni artikel tovarno zapustil do izteka navedenega obdobja ali če je bila priporočena pripravljenost za odpremo, če blaga ni bilo mogoče odpremiti pravočasno brez kakršnekoli napake z naše strani.

Place of performance for deliveries is the registered office of the contractor/seller.

The contractor/seller shall only be in default with his obligation to deliver, without warning by the customer/buyer, if a time determinable by the calendar has been agreed on explicitly and in writing as binding for the delivery. The warning by the customer/buyer must be given in writing.

The delivery period begins with the dispatch of the acknowledgement of order, but not before the provision by the customer/buyer of the documents, authorisations, approvals, receipt of any agreed deposit and clarification of all details of execution of the delivery, with the reservation that the contractor/seller himself be supplied in good time. In the event of ex works sales, the period of delivery has been observed if the delivery item has left the factory by the expiry of said period, or if readiness for dispatch has been advised, insofar as the goods could not be dispatched in good time without any fault on our part.

5.1 Odstopanje od dobavnih rokov / Deviation from delivery times

Dogodki, kateri predstavljajo višjo silo, ukrepi, sprejeti v okviru industrijskih sporov in nepredvidljive okoliščine, zaradi katerih je dobava bistveno otežena ali začasno onemogočena (npr. požar, mehanske napake, pomanjkanje surovin ali energije, ukrepi, sprejeti v okviru valute ali trgovine, politika ali drugi ukrepi, ki jih sprejme suverena država, blokade prometnih poti itd.), nam bodo lahko podaljšali dobavni rok za čas trajanja ovire skupaj z ustreznim časom ukrepanja. Ni pomembno, ali ovira vpliva predvsem na nas ali na naše dobavitelje. Pogodba se ustrezno spremeni v primeru enega od teh nepredvidljivih dogodkov, kadar bistveno spremeni tržni pomen ali vsebinsko naravo izvedbe. Če taka sprememba ni sprejemljiva iz komercialnih razlogov, bomo lahko v celoti ali delno ponovili pogodbo. Če omenjeni dogodki onemogočijo dostavo ali izvedbo, bomo oproščeni obveznosti dostave, stranka/kupec pa ne bo upravičen do odškodnine.

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Events representing force majeure, steps taken in the context of industrial disputes and unpredictable circumstances which make delivery significantly more difficult or temporarily impossible (e.g. fire, mechanical defects, raw material or energy shortages, steps taken in the context of currency or trade policy or other steps taken by a sovereign state, transport route blockages etc), will entitle us to extend the delivery period for the duration of the obstacle together with an appropriate lead in time. It is immaterial whether the obstacle in question primarily affects ourselves or our suppliers.

The contract will be amended accordingly in the event of one of these unpredictable events occurring, where it significantly alters the commercial significance or substantive nature of the performance. If such an amendment is not acceptable for commercial reasons, we shall be entitled to repudiate the contract in full or in part. If the above-mentioned events render delivery or performance impossible, we will be released from the delivery obligation, and the customer/buyer will not be entitled to demand damage compensation.

5.2 Odpoved naročila / Order cancellation

Z izjemo določbe št. 5.1., lahko stranka/kupec odstopi od prodaje v okviru zakonskih določb le, če je izvajalec/prodajalec odgovoren za zamudo v zvezi z dobavo ali izvedbo. Zgoraj navedena določba ni povezana s preusmeritvijo dokaznega bremena v škodo stranke/kupca. V primeru zamude pri dobavi, ki ne temelji na št. 5.1. mora stranka/kupec izvajalcu/prodajalcu določiti ustrezno obdobje za izvedbo za nazaj. To praviloma ne sme biti krajše od dveh tednov. Ko je to obdobje neuspešno preteklo, lahko stranka/kupec odstopi od dobav in izvedb, za katere nismo bili pripravljeni na odpremo pred iztekom določenega obdobja za nazaj. Stranka/kupec ima pravico, da pogodbo kot celoto razveljavi le, če že zagotovljena delna izvedba ali nadaljnje delne izvedbe, ki jih je potrebno zagotoviti, za stranko/kupca niso zanimive. To velja zlasti za več dobavnih pogodb. Če to zahteva izvajalec/prodajalec, mora stranka/kupec v ustreznem roku navesti, ali zaradi zamude pri dobavi ali izvajanju odstopa od pogodbe ali vztraja pri dobavi ali izvajanju pogodbe. Delne dostave v zvezi s skupnim obsegom naročila ali delne izvedbe so dopustne, če je smiselno pričakovati, da jih bo stranka/kupec sprejela.

Če bi bil izvajalec/prodajalec kriv za zamudo, lahko stranka/kupec zahteva nadomestilo za vsak zaključeni teden zamude v višini 0,3 % na teden, do največ 4 % cene za tisti del dobave ali izvedbe, za katero je odgovoren izvajalec/prodajalec. To velja le, če lahko stranka/kupec verodostojno utemelji škodo. Pravice do nadomestila za škodo, ki jo utрпи stranka/kupec zaradi zamude pri dobavi ali izvedbi, ter pravice do nadomestila škode zaradi izvedbe, katere presegajo zgoraj navedene omejitve, se izključijo v vseh primerih zamude pri dobavi ali izvedbi tudi po poteku katerega koli obdobja, za katerega je bil izvajalec/prodajalec morda določen za dobavo ali izvedbo. To ne velja v primerih obvezne odgovornosti za primere naklepa, hude malomarnosti ali poškodbe življenja, okončin ali zdravja.

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With the exception of the provision in No. 5. 1., the customer/buyer can only withdraw from the sale in the context of statutory provisions if the contractor/seller is responsible for the delay in respect of the delivery or performance. The above provision is not associated with any shift of the burden of proof to the client's/purchaser's disadvantage. In the event of a delivery delay which is not based on No. 5. 1, the purchaser/client must set the contractor/seller an appropriate period for retrospective performance; this should generally not be below two weeks. Once this period has elapsed without success, the customer/buyer may withdraw from those deliveries and performances in respect of which we have not advised despatch readiness prior to expiry of the set period for retrospective performance. The customer/buyer shall only be entitled to repudiate the contract as a whole if the part performance already provided, or further part performances to be provided, are of no interest to the customer/buyer; this applies in particular to multiple delivery contracts. If so, requested by the contractor/seller, the customer/buyer is obliged to state, within an appropriate period, whether he is repudiating the contract due to the delivery or performance delay, or whether he insists on the delivery or performance. Part deliveries in respect of the total order volume, or part performances, are admissible if it is reasonable to expect the customer/buyer to accept them. If the contractor/seller should be culpably responsible for a delay, the client/seller may demand compensation for each completed week of delay of 0.3% per week, to a maximum of 4% of the price for that part of the delivery or performance in respect of which the contractor/seller is responsible for a delay; this only applies if the customer/buyer can make a credible case for having suffered damage.

Both damage compensation entitlements on the part of the customer/buyer relating to a delay in delivery or performance, and damage compensation entitlements in lieu of performance, which go beyond the limits mentioned above, shall be ruled out in all cases of delayed delivery or performance, even after expiry of any period which the contractor/seller may have been set for delivery or performance. This does not apply in cases of compulsory liability for cases of premeditation, gross negligence, or injury to life, limb or health.

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6. POŠILJKA, PRENOS TVEGANJA / SHIPMENT, PASSING OF RISK

Če ni posebnih sporazumov, se po lastni presoji izberejo embalaža, pot in način pošiljanja. Tveganje preide na stranko ob prevzemu blaga (delne pošiljke so dopustne) s strani špediterja ali prevoznika ali drugega osebja, vključujoč lastno osebje. V primeru odpreme z lastnim osebjem, ne moremo sprejeti nobene odgovornosti za običajno malomarnost. Blago, za katerega smo obvestili stranko/kupca, da je pripravljeno za odpremo v skladu s pogodbo, je potrebno naročiti brez zamude, saj smo sicer upravičeni, da ga pošljemo na stroške in tveganje stranke/kupca, ali pa ga shranimo po običajnih tržnih cenah. Vsi komercialni izrazi so razloženi v skladu z INCOTERMS 2020.

In the absence of special agreements, packaging, route and means of shipment shall be chosen at our discretion. Risk passes to the customer on acceptance of the goods (part shipments being admissible) by the freight forwarder or carrier or other personnel, including own personnel. In the event of dispatch using own personnel, no liability can be accepted for ordinary negligence.

Goods reported as being ready for dispatch in accordance with the contract must be called without delay, since we are otherwise entitled to dispatch them at the expense and risk of the customer/buyer, or to store them at normal market prices.

All commercial terms shall be interpreted according to INCOTERMS 2020.

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7. NAROČILO NA KLIC / ORDER ON CALL

Za dolgoročne sporazume z neprekinjeno dostavo bomo prejeli klice in posebne izdaje za približno enake mesečne količine dostave, drugače bomo upravičeni določiti dostavo po svoji realni presoji.

Za obravnavo vsakega klica je potrebno zagotoviti razumno obdobje. Če ni drugače dogovorjeno, bomo odobrili obdobje 30 dni, od dneva dogovorjenega datuma klica. Ko se to obdobje izteče, imamo po naši presoji pravico, da blago takoj fakturiramo in da ga istočasno hranimo na stroške kupca, dokler niso poklicani, ali dokler ne odstopimo od pogodbe ali zahtevamo nadomestilo za neizpolnjevanje pogodbe.

For long-term agreements with continuous delivery, we shall be issued with calls and special issues for approximately equal monthly delivery quantities, since we are otherwise entitled to determine delivery at our reasonably exercised discretion.

A reasonable period must be given to deal with each call. Unless otherwise agreed, we shall grant a period of 30 days, starting from the day of the agreed call date; if this period expires, we shall be entitled, at our discretion, to invoice the goods immediately and at the same time to store them at the expense of the purchaser until they are called, or to withdraw from the contract or to claim compensation for non-performance.

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8. PLAČILO / PAYMENT

Naši računi zapadejo takoj in se plačajo brez odbitka v 30 dneh po izdanem računu, razen če ni bilo drugače dogovorjeno.

Če stranka/kupec zamudi s plačilom, smo upravičeni do zaračunavanja zamudnih obresti po zakonsko predpisani zamudni obrestni meri. Vse pravice izvajalca/prodajalca, ki izhajajo iz zaostankov na strani stranke/kupca, ostanejo nespremenjene.

Če stranka/kupec ne izpolni obveznosti, ne upošteva zapadlosti računa, ali če se kasneje seznanimo z okoliščinami, katere kažejo na poslabšanje njegove solventnosti, bodo vsi naši računi in terjatve zapadli takoj, ne glede na zgoraj navedene pogoje plačila. V tem primeru smo dolžni nadaljevati z dostavo le, če od stranke/kupca dobimo plačilo vnaprej. Če sočasno z dostavo ni na voljo nobeno gotovinsko plačilo, bomo upravičeni zahtevati odškodnino zaradi neupoštevanja pogodbe ali odstopiti od pogodbe.

Pobotanja ali uveljavljanja pravic hrambe na podlagi denarnih zahtevkov, katerih nismo priznali ali niso bili priznani z ugotovitveno sodbo, ni mogoče sprejeti.

Our invoices fall due immediately and shall be payable without deduction within 30 days of invoice issued unless otherwise agreed.

If the customer/buyer falls into payment arrears, we shall be entitled to levy delayed payment interest of statutory default interest rate. All the contractor's/seller's rights deriving from arrears on the part of the customer/buyer shall remain unaffected thereby.

If the customer/buyer defaults, does not honour a bill at maturity or if we should subsequently become aware of circumstances indicating a deterioration in his solvency, our entire accounts receivable shall become due immediately, notwithstanding the above terms of payment. In this case, we shall only be obliged to continue delivery if the customer/buyer offers us payment in advance. If no cash payments are offered concurrent to a delivery, we shall be entitled to claim compensation for non-performance or to withdraw from the contract.

The offsetting or assertion of rights of retention on the basis of claims for money not recognised by us or not recognised by declaratory judgement cannot be accepted.

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9. OHRANITEV NASLOVA / RETENTION OF TITLE

Dobavljeno blago ostane v naši lasti do popolnega plačila vseh terjatev, katere izhajajo iz poslovne povezave med stranko/kupcem in nami. To velja tudi za prihodnje in pogojne terjatve in tudi, če so bila izvršena plačila za posebej določene zahteve.

V primeru ravnanja kupca/kupca, katero je v nasprotju s pogodbenimi pogoji smo upravičeni do vračila kupljenih izdelkov.

The delivered goods shall remain our property until full payment of all claims resulting from the business connection between the customer/buyer and us. This shall also apply for future and conditional claims, and also if payments have been made towards specifically designated claims.

In the event of conduct by the customer/buyer contrary to the terms of the contract, we shall be entitled to take back the purchased article(s).

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10. OPIS UČINKOVITOSTI DELOVANJA, ORODJA / PERFORMANCE DESCRIPTION, TOOLS

Če so podrobnosti opredeljene v Regulativi EU 2016/425 PPE o oblikovanju, vključno s tolerancami, katere je potrebno upoštevati, se ti standardi EU upoštevajo z največjo tolerančno skupino.

V vseh drugih pogledih si pridržujemo pravico do odstopanja v običajnem komercialnem obsegu.

Z dobavitelji se sklene pisni sporazum s podpisom dokumenta »Okvirni sporazum za orodja« v katerem so navedeni vsi pogoji podjetja Skylotec Adriatic Anthron glede lastnine, uporabe, vzdrževanja in shranjevanja orodij, katera so last podjetja Skylotec Adriatic Anthron.

S podpisom dokumenta veljajo naloge in obveznosti opisane v tem dokumentu.

Orodja in naprave, izdelane za proizvodnjo, ostanejo naša lastnina ne glede na zaračunavanje stroškovnih deležev. Če je potrebno obdobje shranjevanja za orodja, mora biti to navedeno v pisni obliki.

Dokumenti vseh vrst, katere smo predložili stranki/kupcu, na primer vzorci, risbe in podobno, ostanejo naša lastnina in ne smejo biti dostopni tretjim osebam. Na našo zahtevo nam jih je potrebno kadarkoli vrniti, drugače pa po zaključku naročila.

Insofar as details are defined by REGULATION (EU) 2016/425 PPE concerning design, including tolerances to be complied with, these EU standards shall be complied with in the largest tolerance group.

In all other respects we retain the right to deviate within the standard commercial scope.

A written agreement is concluded with suppliers by signing the document "Framework Agreement for Tools" which states all the conditions of Skylotec Adriatic Anthron regarding the ownership, use, maintenance and storage of tools that are the property of Skylotec Adriatic Anthron.

The tasks and obligations described in this document are valid upon signing the document. The tools and devices manufactured for production remain our property regardless of the charging of cost shares. If a storage period for tools is required, this must be stated in writing.

Documents of all kinds that we have provided to the customer/buyer, such as samples, drawings and the like, remain our property and may not be made available to third parties. They must be returned to us at any time upon our request, otherwise after completion of the order.

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11. PREGLED IN SPREJEM / INSPECTION AND ACCEPTANCE

Vsak izdelek je posamično testiran v skladu z navedeni standardi. To preizkušanje je vključeno v ceno izdelka. Dodatni pregledi se doplačajo.

Če se dogovor sprejme ali je potreben zaradi ustreznih materialnih standardov, mora biti to izvedeno takoj po napovedi o pripravljenosti za odpremo. V takih primerih mora morebitne stroške nositi stranka/kupec. Če pregled ni narejen v roku 3 dni po napovedi o pripravljenosti za odpremo, smo upravičeni do odpreme materiala brez nadaljnega opozorila ali do njegovega skladiščenja na stroške in tveganje kupca. Šteje se, da je bil sprejem opravljen po nadaljnjih dveh tednih po napovedi o pripravljenosti za odpremo, razen če bi bile morebiti prisotne neopazne napake.

Each product is individually tested according to the specified standards. This testing is included in the unit price. Additional inspections are subject to extra charge.

If acceptance is agreed, or necessary on account of relevant material standards, this must be carried out on our premises immediately on advice of readiness to dispatch; in such cases, any costs that may arise must be borne by the customer/buyer. If the inspection is not carried out within 3 days of advice of readiness to dispatch, we are entitled to dispatch the material without any further warning, or to store it at the expense and risk of the customer.

Acceptance shall be deemed to have taken place once a further two weeks have elapsed following advice of readiness to dispatch, unless undetectable defects should be present.

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12. GARANCIJA / GUARANTEE

Stranka/kupec mora naše blago pregledati takoj po dostavi ali po napovedi o pripravljenosti za odpremo. O očitnih napakah je potrebno pisno obvestilo v 8 dneh po dostavi ali napovedi o pripravljenosti za odpremo. V zvezi s tem se mora vsaka obdelava ali pretvorba takoj prekiniti.

The customer/buyer must inspect our goods immediately following delivery or following advice of readiness to dispatch. Apparent defects must be notified in writing within 8 days of delivery or advice of readiness to dispatch. In this regard, any processing or conversion must cease immediately.

12.1 Postopanje v primeru napak / Troubleshooting

Napake, ki jih ni bilo mogoče odkriti tudi po najbolj natančnih pregledih, na primer napake, katere je bilo mogoče odkriti šele po obdelavi, je potrebno takoj po njihovem pojavu zapisati. Stranka/kupec je dolžan preveriti dobavljeno blago glede popolnosti takoj po dostavi. Če morda med tem pregledom opazi pomanjkljivosti pri dobavi, mora o tem nemudoma, ali najkasneje v 8 dneh, obvestiti izvajalca/prodajalca.

V primeru upravičenega, pravočasnega in pisnega obvestila o napaki bo izvajalec/prodajalec brezplačno odpravil napake, katerih vzrok je bil že prisoten v času prenosa tveganja.

Izvajalec/prodajalec se lahko odloči za odpravo napake bodisi z naknadnim izboljšanjem, bodisi z nadomestno dostavo. Če nadomestna izvedba ne uspe, lahko stranka/kupec zahteva, da se pogodba prekliče ali da se zmanjša plačilo (znižanje).

Defects which could not be detected even after the most careful of checks - for example, defects which could only be detected once the item has been machined down - must be notified immediately in writing following their occurrence. The customer/buyer is obliged to check the delivered goods for

completeness immediately following delivery. If, in the course of this inspection, he should notice a delivery shortfall, he must notify the contractor/seller immediately, at the latest within 8 days.

In the case of a justified, timely and written notification of defect, the contractor/seller will rectify defects the cause of which was already present at the time of transfer of risk, free of charge; the contractor/seller may decide to rectify the defect either by means of retrospective improvement or by means of replacement delivery. If the retrospective performance should fail, the customer/buyer may demand that the contract be cancelled (repudiation) or that the remuneration be reduced (reduction).

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12.2 Neupravičenost garancije / Ineligibility of Warranty

V primeru nepomembnega odstopanja od dogovorjene narave blaga ali v primeru nepomembne okvare uporabnosti, garancijske pravice ne bodo upoštevane. Prav tako se ne prevzema nobenega jamstva za napake ali poškodbe, ki bi nastale iz naslednjih razlogov:

- Neprimerna ali nepravilna uporaba, nepravilna montaža ali zagon s strani stranke/kupca ali tretjih oseb, običajna obraba (zlasti delov, kateri se obrabljajo),
- Nepravilna ali malomarna obdelava,
- Neprimerna obratovalna oprema,
- Nadomestni materiali,
- Okvarjena konstrukcijska dela,
- Neprimerna konstrukcijska podlaga ali kemični, elektronski ali električni vplivi, razen če je mogoče slediti krivdi izvajalca/prodajalca.
- Kakršna koli predelava ali popravila, ki jih stranka/kupec ali tretja oseba izvede nepravilno ali so izvedena brez predhodne odobritve izvajalca/prodajalca, razveljavijo odgovornost za kakršnekoli posledice le tega.

There shall be no warranty entitlements in the case of insignificant deviation from the agreed nature of the goods, or in the case of insignificant impairment of usability. Nor is any guarantee assumed for defects or damage arising for subsequent reasons:

- *unsuitable or improper use, incorrect assembly or commissioning by the customer/buyer or third parties,*
- *normal wear-and-tear (especially of parts subject to wear-and-tear),*
- *incorrect or negligent treatment,*
- *unsuitable operating equipment,*
- *replacement materials, defective structural work, unsuitable construction substrate, or chemical, electronic or electrical influences, unless these can be traced back to the contractor's/seller's culpability.*
- *Any alteration or repair works carried out improperly by the customer/buyer or third parties, or carried out without the contractor's/seller's prior approval, will render void the liability for any consequences thereof.*

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12.3 Veljavnost garancije / Warranty validity

V primeru odprave napake mora stranka/kupec izvajalcu/prodajalcu določiti ustrezno obdobje za izvedbo potrebnih del, katere je potrebno izvesti. Če stranka/kupec zavrne določitev takega obdobja, je izvajalec/prodajalec oproščen odgovornosti za napako. Garancijski zahtevki zastarajo 36 mesecev po dostavi.

Izvajalec/prodajalec prevzame garancijo za napako za rabljeno blago le, če je bilo to izrecno pisno dogovorjeno s stranko/kupcem. Izvajalec/prodajalec lahko zavrne garancijo za napako, če stranka/kupec na zahtevo ne dostavi reklamiranega izdelka.

Da bi lahko ocenili stroške, povezane s pritožbo in popravili, je potrebno blago brezplačno poslati na sedež našega podjetja. Ne bomo prevzeli odgovornosti za kakršnekoli naključne ali posledične izgube, kot so stroški demontaže ali montaže, prevoza in/ali stroški ustavitve.

Jamstvo ne vključuje:

- Delov, kateri nimajo našega porekla in katerih nismo sestavili sami
- Opreme, ki jo je spremenil ali popravil stranka/kupec ali tretja oseba brez našega soglasja
- Opreme, pri kateri je mogoče ugotoviti škodo zaradi nepravilne nastavitve in nepravilne uporabe

V takih primerih se vsaka odgovornost izvajalca/prodajalca zavrne.

In the case of defect rectification, the customer/buyer must set the contractor/seller an appropriate period for the necessary work to be carried out. If the customer/buyer refuses to set such a period, the contractor/seller shall be exempted from liability for the defect.

Warranty claims shall become statute barred 36 months following delivery.

The contractor/seller will only assume a defect warranty for used goods if this has been expressly agreed in writing with the customer/buyer. The contractor/seller is entitled to refuse to provide a defect warranty for as long as the customer/buyer fails to immediately make the defective goods available on request.

In order for us to assess the costs associated with the complaint and repairs, the goods must be shipped to our company's registered office, free of charge. We will not assume responsibility for any incidental or consequent loss, such as dismantling or assembly costs, transport and/or work stoppage costs.

The guarantee does not extend to:

- *Parts which do not originate with us, and which were not assembled by us,*
- *Equipment which was altered or repaired by the customer/buyer or a third party without our agreement,*
- *Equipment in respect of which damage can be traced to improper application and utilisation.*

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12.4 Uporaba opreme in servisiranje / Equipment use and servicing

Oprema je namenjena osebni varnosti, zato jo je potrebno pravilno uporabljati in z njo pravilno ravnati. Opremo je potrebno vsakih 12 mesecev pregledati in preveriti, da bi se zagotovilo brezhibno delovanje. Pregled se izvrši bodisi s strani izvajalca/prodajalca, bodisi s strani uradov za pregled, katere imenuje izvajalec/prodajalec. V celoti je potrebno upoštevati ustrezne zakonske določbe, katere veljajo na kraju uporabe.

In such cases, any responsibility on the part of the contractor/seller is repudiated. The equipment is intended to serve the purpose of personal security, and must therefore be properly operated and handled. The equipment must be reviewed, and checked to ensure faultless operation, every 12 months, either by the contractor/seller or by review offices specifically designated by the contractor/seller. The relevant statutory provisions applicable at the utilisation location must be fully observed.

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13. KRAJ IZVEDBE IN PRISTOJNOST, VELJAVNA ZAKONODAJA / PLACE OF PERFORMANCE AND JURISDICTION, APPLICABLE LAW

Sedež prodajalca v Izoli je kraj izvedbe in edino pravno mesto za dostavo in plačilo ter za vse spore med strankami.

Za razmerja med pogodbenimi stranmi velja izključno zakonodaja, katera velja v Republiki Sloveniji.

The seller's head office in Izola shall be the place of performance and sole legal venue for delivery and payment, and for all disputes between the parties.

The relations between the contract parties shall be solely subject to the law obtaining in the Republic of Slovenia.

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