

## **GENERAL SALES CONDITIONS 2019**

### **I. Generally**

With these general terms and conditions of supply, GROS d.o.o. Kranj (hereinafter referred to as seller), and the buyer agree on the obligations, rights and obligations of mutual cooperation. Unless otherwise agreed in writing, the terms below should be applied explicitly. The buyer's business conditions are not binding on the seller, even if they are not explicitly rejected by the seller.

### **II. Procurement and certification of orders**

The basis for the buyer's order is a concerted offer from the buyer and the seller, the valid mutually agreed price list and the technical documentation of the seller. All orders are transmitted to the seller in writing. The written form shall be considered if the order is sent by post, fax and e-mail. On the buyer's order must be clearly and unambiguously defined product, quantity and desired delivery time, other requirements such as price, payment terms, delivery date are left to the vendor. The seller is obliged to send confirmation to the buyer or rejection of the order with the defined conditions under which it is ready to accept the order.

### **III. Documentation**

All documentation (offers, drawings, plans, calculations) remains owned by the seller and cannot be reproduced and transmitted to third parties without his written consent.

### **IV. Delivery**

The delivery time is confirmed by the seller at the confirmation of the order and begins to run when all the conditions (payment, possible technical questions and reservations) are fulfilled. Any changes to the order that the buyer wishes after confirming the order must be sent to the seller in writing. In the event of a request for product changes (characteristics, form and additional works) during manufacture, resulting in a change in time limits and prices, the seller sends the buyer a new confirmation of the order with new sales conditions. After the receipt of the seller's notice, the buyer is obliged to take over the goods within 5 business days, unless otherwise agreed. After expiry of the deadline, the cost of storage is charged to the buyer 0.25% of the selling value of the goods per day. The seller does not assume in any case responsibility for the possible consequences arising from the delay of the goods. Any claims for damages shall not be recognized. In the event of a delay in delivery due to the reasons for which the seller cannot influence (war, strike, natural disasters, transport disturbances, delays of the seller's supplier) and the reasons were forwarded in writing to the buyer, the delivery period is extended. The seller provides a new confirmation of the order with the date of delivery.

In the event that the buyer withdraws from transactions concluded under these general terms and conditions, he shall be liable to pay the contractual penalty to the seller:

- 1-5 days after receiving the order 0% of the selling price of the goods,
- Up to half of the delivery time 45% of the selling price of the goods,
- After half of the delivery deadline, 85% of the selling price of the goods.

## **V. Shipping and transport**

The seller sells to the buyer EXW warehouse store according to Incoterms 2000, unless otherwise agreed. The seller gives the buyer goods into possession when the seller handles the goods in possession of the carrier or the freight forwarder.

## **VI. Prices**

Prices are understood as gross EXW prices with the addition of a statutory VAT. The price does not include customs duties, possible charges, fees, special packaging and transport.

## **VII. Payment terms**

Payment terms are defined on the order confirmation. In the event that the client is late with payments, the seller has the right to charge default interest from the date of exceeding the payment deadline under the applicable legislation of the Republic of Slovenia.

## **VIII. Rights of ownership**

The buyer agrees with the ownership right of the seller on the goods delivered until the goods are fully paid. The seller has the right to demand the return of the goods on which a property reservation exists in the event that the buyer does not settle the obligation. In the event of customer payment delays, the seller has the right to keep the goods, and this does not constitute a withdrawal from the contract. Storage costs are borne by the contracting authority.

## **IX. Reclamation, warranty**

The buyer is obliged to make a quantitative and qualitative takeover immediately after receipt of the goods. The buyer is obliged to advertise errors or defects in writing to the seller within eight (8) days. After the expiration of the deadline, all complaints related to these deficiencies are excluded. The buyer has the right to claim warranty claims under the terms and conditions set forth in the seller's warranty certificate. Delivery of repair parts during warranty period is on buyer's costs. All repairs and inspections on the goods are made in the seller's workshop. Transport costs to the workshop and back are buyer's responsibility. The seller is not responsible for any claims that are based on incorrect or improper use and assembly of goods, buyer's processing of goods, improper maintenance and wrong technical solutions. The seller does not guarantee damage that did not arise directly on the goods delivered, specifically not for damage due to loss of profit.

## **X. Final provisions**

The mutual relations, whom these conditions do not provide, shall be subject to the provisions of the Obligatory Code. The Court of Kranj has jurisdiction to settle disputes.