



PRIMAT TOVARNA KOVINSKE OPREME D.D.

# General Business Conditions

## General conditions

These general business conditions are used to regulate all mutual obligations, rights and responsibilities between the company PRIMAT d.d. (hereinafter supplier) and its buyers resp. contracting authorities (hereinafter buyer).

The selling of goods and services is based on these general business conditions.

These general business conditions are valid by accepting the offer, by conclusion of the contract, by each submitted order or in any other mutually acceptable manner and are part of offers, contracts, Pro-forma invoices, orders and invoices.

Any eventual resignation from these general business conditions or deviations from these conditions is valid only if the supplier confirms it in a writing form, but this does not affect the validity of the remaining provisions of these general business conditions, which do not change even in case of confirmed agreement about resignation.

We do not accept any other conditions, even if we do not explicitly contradict them.

## Offer and Order

The offer includes subject, quantity, price, terms of payment and delivery time. In case that the offer includes its validity resp. the deadline for its acceptance, the supplier is bounded on the offer only until the deadline resp. until the offer validity expires. In case the deadline for accepting the offer is not defined, the offer for the supplier is not obligated.

All orders must be received in writing form with following information required: the exact address of the buyer, buyer's tax identification number, the correct titles and quantities of goods, the required delivery time and shipping method.

Offer is accepted also when the acts of the buyer can be understood as order, on basis of established practice between the parties and their traditions.

Order becomes effective only with our writing confirmation. As an order confirmation, we understand also confirmation by fax or e-mail. The content of order confirmation is ultimate.

In case of order cancellation, the buyer is bounded to pay for all costs, which have resulted with his order until the date of cancellation.

In case that the buyer is accepting the offer and at the same time suggesting some changes regarding the offer, it is considered that the offer is being refused and that the counter-offer is given. The counter-offer commits the supplier only at the extent confirmed in written form.

## Delivery time

Delivery times are indicative and are non-binding, except where exactly specified to the contrary in writing.

The delivery time starts on the day we confirm the order or we conclude the contract, and ends on the day of product shipment or performing the required service to the buyer. In case when parties agree in advanced payment, delivery time starts after the prepayment receipt.



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Supplier is not responsible for any delivery delay caused by force majeure or unpredictable hindrances, which do not resolve from supplier's reason and have a great influence on performing the obligation. Supplier is obligated immediately to inform the buyer about the start and ending of the force majeure or hindrance. On this base, the buyer can not require cost refund for damages which occurred because of exceeding the delivery time.

Supplier is entitled to extend a delivery time:

- In case when changes in law, regulations and in other rules occur, which has to be considered, obligated by the supplier for fulfilment of the contract,
- Due to changes in volume resp. size, shape and technical version of the ordered goods, In this case, both parties have to agree in writing about new delivery time, any additional costs and other contraction terms.
- In case of buyers' subsequently order changes,
- In consequence of buyer's actions or its omissions.

The supplier reserves the right for partial deliveries.

When a buyer is not capable to accept delivery of the goods or performed service in the indicated delivery time, the supplier reserves the right to issue the invoice for the goods or service. At the same time, the supplier reserves the right to charge the buyer for warehouse costs and issue an invoice for all additional costs.

### **Prices and payment terms**

Prices for products and services are defined in the valid price lists or are stated individually. The sales prices do not include VAT.

By product delivery or performed service the supplier is bounded to immediately issue an invoice. The invoice must be paid according to the agreed time and terms stated in the agreement or specified in the order confirmation.

As the date of payment, it is considered the date of receiving the buyer's payment on supplier's bank account at the commercial bank.

In case of payment delay, the supplier has the right to charge the statutory interest from the expiry date of the each invoice until executed payment. In case a buyer does not pay an agreed amount on time, the supplier has the right to charge the interest from the expiry date of each invoice until executed payment.

In case of payment delay the supplier is also entitled to stop further implementation of a contract or, in extreme cases, the supplier can also resign from a contract and demand reimbursement of all so far incurred expenses and damages.

In the event of unsuccessful agreement about the payment amount within the agreed payment time and terms, the buyer shall be held legally in default after the first unsuccessful written reminder.

The minimal invoice amount without VAT is 50,00 EUR. In case the invoicing amount without VAT is lower than 50,00 EUR, the buyer will be charged for manipulating cost in amount of 25,00 EUR.



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## **Ownership**

The delivered goods remain the property of supplier until the payment is fully settled, including all side claims and eventual costs and interests.

Only when the claims for executed deliveries are fully settled, the goods become the property of buyer.

Until the buyer does not fully settle his payment, he is obligated to handle the goods with due care, in a good manner. Buyer cannot freely dispose with the received goods and can not sell it to a third party because of withholding the ownership right, until the payment is fully settled.

The supplier withhold the ownership right to all documentation, sent to the buyer for business cooperation in any kind of form, especially sketches, drawings, offers, etc. All documentation can not be used by a third person without supplier's writing permission.

## **Commercial confidentiality**

The buyer is obligated to protect business secrets of the supplier, which he gets from the supplier with business cooperation. As a business secret, it is considered all the information and documents, especially sketches, know-how, specifications, drawings, design, offers, etc., send by supplier to a buyer and represents competitive advantage for the supplier.

Without a written agreement, consent of the supplier, the buyer is not allowed to transmit any information or documents to a third party. In case of business secrets violation, the buyer is responsible and liable for damage caused to the supplier.

## **Warranty and Responsibility**

All our products have a 12 months warranty from the day they were dispatch from our warehouse or handed over to the buyer.

The buyer is obligated to consider supplier's usage and assembly instructions. Incorrect and unprofessional assembly or product use excludes warranty claims. In these cases, the warranty loses its validity.

The responsibility for the goods and risk of accidental destruction passes on the buyer latest from the day of taking over the goods, unless agreed otherwise.

In case of shipment delay by buyer's fault, the responsibility for the goods and risk of accidental destruction passes on the buyer from the day of readiness to dispatch.

The buyer is obligated to make a quantity and quality acceptance of the goods immediately after receiving them from the carrier and about defects obtain a carrier's confirmation.

For obvious defects there must be given immediate written notice, at latest 8 days after receiving the goods, otherwise he loses the right to correcting the defects.

For hidden defects there must be given immediate written notice as soon as they occur or latest in 8 days after its discovery, but not later than in 30 days from the receipt date.

Justified claims will be solved within 45 days. If the claim can not be solved in the indicated term, the buyer is entitled for replacement of the goods.

### **The exclusion of indirect damage**

The supplier is not responsible for damage or loss on other things, subjects, including manufacturing downtime or any loss of production, loss of profit and other indirect losses, caused by defects on goods.

### **Service and product quality**

Service on the product is being performed by the supplier for the warranty period and after the expiration date of the warranty. Service terms are defined according to the product type.

The product quality has to be in accordance with the valid standards and norms for the individual products or has to be in accordance with the specific technical requirements, which the product requires.

The supplier guarantees the quality standard ISO 9001.

### **Contract resignation**

The buyer can resign from the contract in following cases:

- If supplier becomes incapable to fulfil the contract;
- If supplier can fulfil only a part of a contract, but that is not in the interest of the buyer;
- If supplier does not fulfil the contract in prolonged time - in additional set deadline by the buyer;
- If the fulfilment of a contract is postponed because of the force majeure for more than 6 months.

A buyer is entitled to compensation for damage caused by contract resignation only in case, when buyer resigns from the contract because of gross negligence or harmful behaviour of the supplier.

In case of order cancellation, the buyer is bounded to pay all supplier's costs, which have resulted with his order until the date of cancellation and for the costs for which it is certain they will occur. Buyer is also responsible for the damage caused to the supplier because of buyer's negotiation without any intention to conclude a contract and in case, when the buyer is negotiating with intention to conclude a contract and abandon the intention without a reasonable base, without a good reason.

The supplier can resign from the contract in following cases:

- If buyer does not fulfil the taken-over contractual obligations;
- If buyer violates the taken-over contractual obligations;
- If buyer becomes incapable to fulfil his obligations;



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- If buyer becomes insolvent, if he is in the process of compulsory settlement, bankruptcy, liquidation and in case, when is certain that the insolvency will occurred;
- If buyer is hiding from the supplier such facts that the supplier would not accept the contract in case of knowing for hidden facts;
- In other with a contract specified cases;
- In case of a force majeure.

In case of supplier's resignation from a contract, the buyer is, except in case of force majeure, obligated to pay to the supplier all the work carried out to date. In cases under indent 5 and 6 above, a buyer is obliged to pay contractual penalty for 10 % of contract value.

### **Claim solving**

Both parties will solve and settle any possible disputes, claims with mutual agreement. In case it will not be possible, the court in Maribor, Republic Slovenia is competent for claim solving. The laws of Slovenia will be used.

These General Business Conditions are valid from 22.10.2015 and are replacing the version from 23.10.2009.

PRIMAT, Tovarna kovinske opreme d.d. Maribor, Industrijska ulica 22, 2000 Maribor, Slovenia