

# SPLOŠNI PRODAJNI POGOJI v01/01\_2018

## I. VELJAVNOST

Splošni pogoji prodaje so sestavni del prodajnih poslov, v kolikor kupec izrecno s pisno izjavo ni zavrnil njihove uporabe. Vse morebitne spremembe splošnih pogojev morajo biti dogovorjene pisno. Morebitne spremembe splošnih pogojev se uporabljajo z dnem objave na internetni strani [www.elektrode.si](http://www.elektrode.si).

## II. CENE IN PLAČILNI POGOJI

Za posamični prodajni posel veljajo cene, navedene na potrditvi naročila. SIJ ELEKTRODE JESENICE d.o.o. si pridržujejo pravico do spremembe cen v primeru, da se nabavne cene vhodnih materialov zvišajo za 3% ali več (od dneva potrditve naročila do dneva dogovorjene dobave blaga). Obveznost zapade v plačilo v rokih, določenih na izstavljenih fakturah. Za nepravočasno plačilo si SIJ ELEKTRODE JESENICE, d.o.o. pridržujejo pravico zaračunati zakonite zamudne obresti, od dneva zamude dalje do plačila.

## III. PRAVICA DO ODSTOPA OD POGODBE

V primeru, da se po potrditvi naročila okoliščine na strani kupca spremenijo, tako da bo po mnenju družbe SIJ ELEKTRODE JESENICE d.o.o. izpolnitev obveznosti na strani kupca otežena ali onemogočena, si SIJ ELEKTRODE JESENICE d.o.o. pridržujejo pravico, da zahtevajo ustrezno zavarovanje posla. V kolikor se s kupcem ni mogoče dogovoriti za ustrezno zavarovanje oziroma ponujeno zavarovanje po mnenju SIJ ELEKTRODE JESENICE d.o.o. ni ustrezno, imajo SIJ ELEKTRODE JESENICE d.o.o. pravico odstopiti od pogodbe, pri čemer ne odgovarjajo za morebitno škodo.

## IV. DOBAVA BLAGA

Okvirni dobavni rok je naveden na potrditvi naročila. SIJ ELEKTRODE JESENICE d.o.o. si v primerih višje sile, zastojev v proizvodnji, strojeloma ali drugih izrednih dogodkov pridržujejo pravico do podaljšanja dobavnih rokov, in sicer za čas trajanja izrednega dogodka. V primeru, da dogodki, naštetih v prejšnjem stavku, trajajo več kot 3 mesece, si SIJ ELEKTRODE JESENICE d.o.o. pridržijo pravico brez stroškov odstopiti od pogodbe. Kupec je dolžan blago prevzeti na odpremnem skladišču najkasneje v 5 delovnih dneh po prejemu obvestila, da je blago pripravljeno za odpremo, sicer je dolžan plačati stroške skladiščenja v višini 0,1 % vrednosti blaga v EUR na dan zamude. SIJ ELEKTRODE JESENICE d.o.o. si izrecno pridržujejo pravico do delnih izpolnitev naročila.

## V. PRIDRŽEK LASTNINSKE PRAVICE

Dobavljeno blago ostane last družbe SIJ ELEKTRODE JESENICE d.o.o. do popolnega poplačila. V primeru predelave, obdelave, spojitve ali pomešanja družba SIJ ELEKTRODE JESENICE d.o.o. ostane lastnik blaga do dokončnega poplačila na ustreznem solastnem deležu nove stvari. V primeru nadaljnje prodaje kupec blaga vnaprej asignira vse terjatve, izvirajoče iz nadaljnje prodaje, na družbo SIJ ELEKTRODE JESENICE d.o.o., do dokončnega poplačila.

## VI. JAMČEVANJE ZA NAPAKE

Kupec je dolžan očitne napake blaga grajati takoj ob prevzemu, skrite napake pa najkasneje v roku 6 mesecev od prevzema blaga, sicer izgubi pravico iz naslova jamčevanja. Prodajalec ne jamči za napake blaga, če je bilo uporabljeno za namene, ki mu niso bili znani ob sklenitvi pogodbe. Prodajalec ne jamči za skrite ali očitne napake blaga po preteku 6 mesecev od dneva dobave. Kupec ima v primeru upravičene reklamacije pravico zahtevati znižanje cene ali nadomestno dobavo blaga. Navedeno predstavlja edine pravice kupca iz naslova jamčevanja za napake.

## VII. ODGOVORNOST

SIJ ELEKTRODE JESENICE d.o.o. jamčijo, da je dobavljeno blago brez napak in v skladu s specifikacijo na naročilu in potrditvi naročila. V primeru odstopanja od dogovorjene količine ali kvalitete se zaveže nadomestiti oz. popraviti grajano blago. Za škodo zaradi izgube proizvodnje, izgube dobička, izgube poslovnega interesa in drugo posredno škodo SIJ ELEKTRODE JESENICE d.o.o. ne odgovarjajo. V vsakem primeru je odgovornost omejena do višine vrednosti reklamiranega blaga.

## VIII. SODNA PRISTOJNOST

Vsi spori se presojujejo v skladu s slovenskim pravom. V primeru spora je krajevno pristojno sodišče po sedežu SIJ ELEKTRODE JESENICE d.o.o.

# GENERAL CONDITIONS OF SALE v01/01\_2018

## I. VALIDITY

General conditions of sales are an integral part of sales transactions, except in cases where the buyer rejects application thereof by an explicit declaration in writing. Each amendment or derogation from general conditions of sales shall be agreed in writing. Changes and amendments of General conditions of sale shall apply when published on internet site of SIJ ELEKTRODE JESENICE d.o.o. [www.elektrode.si](http://www.elektrode.si).

## II. PRICES AND TERMS OF PAYMENT

The prices, indicated on the order confirmation shall apply to an individual sales transaction. SIJ ELEKTRODE JESENICE d.o.o. shall reserve the right to change the price in case when the purchase price of input materials increase by 3% or more (from the date of the order confirmation to the date of the agreed delivery of the goods). Payment shall fall due on the dates, indicated on the issued invoices. In case of delayed payment SIJ ELEKTRODE JESENICE d.o.o. shall reserve the right to charge interest, from the date of the delay to the payment.

## III. ANTICIPATORY BREACH

In case of material adverse effect occurred on the side of the buyer after order confirmation SIJ ELEKTRODE JESENICE d.o.o. is entitled to request additional securities. In case agreement regarding additional securities cannot be reached or SIJ ELEKTRODE JESENICE d.o.o. deem offered securities as not suitable, SIJ ELEKTRODE JESENICE d.o.o. can exercise its right to terminate the agreement, no costs to be borne by SIJ ELEKTRODE JESENICE d.o.o..

## IV. DELIVERY OF THE GOODS

Framework delivery date is indicated on the order confirmation. In case of force majeure, standstills in production, breakdown of machines or other extraordinary events SIJ ELEKTRODE JESENICE d.o.o. shall reserve the right to extend delivery times for the period of time equal to the duration of the extraordinary event. Parties agree, that in cases of force majeure, as stipulated in this article, which cause delays in the individual delivery for more than 3 months, SIJ ELEKTRODE JESENICE d.o.o. has the right to terminate the agreement, no costs to be borne by SIJ ELEKTRODE JESENICE d.o.o.. Buyer shall be obliged to take the delivery of the goods in the warehouse of dispatch not later than within 5 working days of the receipt of the notice that the goods are ready for shipment. In case the buyer fails to do that, he shall pay the warehousing costs in the amount of 0.1% of the value of the goods in EUR per day of delay. SIJ ELEKTRODE JESENICE d.o.o. explicitly reserves the right to partial fulfilment of orders.

## V. RESERVATION OF TITLE

The delivered goods shall remain the property of SIJ ELEKTRODE JESENICE d.o.o. until it has been paid in full. In case of conversion, after-treatment, joining or mixing the corresponding co-ownership share of the new item shall remain the property of SIJ ELEKTRODE JESENICE d.o.o. until the payment has been made in full. In case of resale the buyer of goods shall assign in advance all the receivables, arising from resale, to SIJ ELEKTRODE JESENICE d.o.o. until the payment has been made in full.

## VI. WARRANTY FOR DEFECTS

Buyer shall notify obvious defects immediately upon taking over the goods and hidden defects within 6 months after taking over the goods. Failing to do so, the buyer shall not be entitled to the warranty rights anymore. SIJ ELEKTRODE JESENICE d.o.o. shall not warrant for the defects of goods if they were used for the purposes not known at the time when the contract was concluded. The SIJ ELEKTRODE JESENICE d.o.o. shall not warrant for hidden or obvious defects of the goods after 6 months of the date of delivery. In case of justified complaint the buyer shall have the right to demand the price to be decreased or the goods to be replaced. The aforementioned shall represent sole remedy of the buyer for defects.

## VII. LIABILITY

SIJ ELEKTRODE JESENICE d.o.o. warrants that the delivered goods shall have no defects and comply with the specification on the order and order confirmation. In case of non-compliances from the agreed quantity or quality SIJ ELEKTRODE JESENICE d.o.o. shall undertake to replace or repair the defective goods. SIJ ELEKTRODE JESENICE d.o.o. shall not be in any case held liable for the damages due to the loss of production, loss of profit or loss of business interest and all other indirect damages.. Liability of SIJ ELEKTRODE JESENICE d.o.o. is limited to the amount of individual sales transaction under claim.

## VIII. LEGAL JURISDICTION

All disputes shall be dealt with in accordance with Slovenian substantive law. Competent court shall be the court, determined by SIJ ELEKTRODE JESENICE d.o.o. business address.