

General Terms and Conditions of Delivery, Sale and Payment of SurTec Adria d.o.o.

1. Scope

(1) The following general terms and conditions (hereinafter: Terms and Conditions) shall form the basis of all declarations of the company SurTec [Adria d.o.o.] (hereinafter: SurTec) aimed at the conclusion of a contract contemplating the delivery of our products (hereinafter: delivery), in particular offers, order acceptances as well as deliveries and services. By placing an order or, at the latest, by accepting the goods, the contractual partner shall be deemed to have accepted these Terms and Conditions. These Terms and Conditions of SurTec shall apply exclusively. Any other terms and conditions of our contractual partner are hereby expressly rejected; any conflicting general terms and conditions of the contractual partner shall only apply insofar as SurTec has expressly agreed to them in writing.

(2) These Terms and Conditions shall also apply if SurTec performs the delivery or service to the contractual partner without reservation in the knowledge of conflicting or deviating terms and conditions of the contractual partner. The written declarations of both parties shall be decisive for the determination of the scope of the ordered or offered deliveries or services (hereinafter: goods).

(3) Instructions of the contractual partner during the execution of the order shall only become legally binding if they are given to SurTec in writing and confirmed by SurTec in writing.

Splošni dostavni, prodajni in plačilni pogoji podjetja SurTec Adria d.o.o.

1. Področje uporabe

(1) Naslednji splošni pogoji (v nadaljnjem besedilu: splošni pogoji) so podlaga za vse deklaracije podjetja SurTec [Adria d.o.o.] (v nadaljnjem besedilu: SurTec), namenjene sklepanju pogodbe, ki obravnava dostavo naših izdelkov (v nadaljnjem besedilu: dostava), zlasti ponudbe, sprejemanje naročil ter dostavo in storitve. Ko bo pogodbeni partner oddal naročilo ali najpozneje takrat, ko bo sprejel blago, se bo štelo, da je sprejel te splošne pogoje. Uporablja se izključno ti splošni pogoji podjetja SurTec. Morebitne druge splošne pogoje našega pogodbenega partnerja na tem mestu izrecno zavračamo; morebitni nasprotujoči si splošni pogoji pogodbenega partnerja veljajo le, če se je podjetje SurTec z njimi izrecno strinjalo v pisni obliki.

(2) Ti splošni pogoji veljajo tudi, če podjetje SurTec izvede dostavo ali storitev za pogodbenega partnerja brez zadržkov v zvezi z zavedanjem nasprotujočih si ali odstopajočih splošnih pogojev pogodbenega partnerja. Za določanje področja uporabe naročenih ali ponujenih dostav ali storitev (v nadaljnjem besedilu: blago) sta bistvenega pomena pisni izjavi obeh pogodbenic.

(3) Navodila pogodbenega partnerja med izvajanjem naročila postanejo pravno zavezujoča le, če jih podjetje SurTec prejme v pisni obliki in jih pisno tudi potrdi.

Protection upgraded

<p>(4) If declarations of the parties require the written form according to these Terms and Conditions, the declarations shall be signed in person and sent to the respective other party.</p>	<p>(4) Če morata pogodbenici v skladu s temi splošnimi pogoji podati izjavi v pisni obliku, se izjavi podpiše osebno, nato pa se jih pošlje drugi pogodbenici.</p>
<p>(5) The invalidity of individual provisions shall not affect the validity of the remaining provisions of these Terms and Conditions.</p>	<p>(5) Neveljavnost posameznih določb ne vpliva na veljavnost preostalih določb teh splošnih pogojev.</p>
<h2>2. Conclusion of Contract, Prices, Terms of Payment; Industrial Property Rights</h2>	<h2>2. Sklepanje pogodb, cene, plačilni pogoji; pravice industrijske lastnine</h2>
<p>(1) Our offers are subject to confirmation. A contract is only concluded when we confirm the order in writing. Our written order confirmation only applies to the type and extent of our delivery. If we do not confirm the order in writing, the contract shall be considered concluded at the latest upon execution of the order. Declarations made by our representatives by telephone or verbally must be confirmed in writing to be legally effective and binding.</p>	<p>(1) Naše ponudbe je treba potrditi. Pogodba je sklenjena šele, ko pisno potrdimo naročilo. Naša pisna potrditev naročila velja izključno za vrsto in obseg naše dostave. Če pisno ne potrdimo naročila, se pogodba šteje za sklenjeno najpozneje ob izvršitvi naročila. Izjave, ki jih naši predstavniki podajo po telefonu ali ustno, so pravno učinkovite in zavezujoče šele, če so pisno potrjene.</p>
<p>(2) Our performance of the contract is subject to the proviso that there are no impediments to its performance due to national or international regulations of the foreign trade or chemical/environmental law as well as embargoes (and/or other sanctions).</p>	<p>(2) Naše izvajanje pogodbe je pogojeno s predpostavko, da njenega izvajanja ne ovirajo nacionalni ali mednarodni predpisi s področja zunanje trgovine ali zakonodaje o kemikalijah/okolju ter embargi (in/ali druge sankcije).</p>
<p>(3) Unless otherwise stated in the order confirmation, SurTec's terms of delivery and prices shall apply "ex works".</p>	<p>(3) Dostavni pogoji in cene podjetja SurTec veljajo franko tovarna, razen če ni v potrditvi naročila navedeno drugače.</p>
<p>(4) The statutory value added tax shall not be included in the prices of SurTec; it shall be shown separately in the invoice at the statutory rate applicable on the day of performance.</p>	<p>(4) Zakonit DDV ni vključen v cene podjetja SurTec in je na računu naveden ločeno, po predpisani stopnji, ki velja na dan izvedbe.</p>
<p>(5) Unless otherwise stated in the confirmation of order or other terms of payment have been expressly agreed upon in writing, the consideration shall be paid net (without deduction) within 14 days from the date of invoice.</p>	<p>(5) Plačilo se izplača v neto znesku (brez odbitka) v roku 14 dni od datuma računa, razen če ni v potrditvi naročila navedeno drugače ali če niso bili izrecno pisno dogovorjeni drugačni plačilni pogoji.</p>

Protection upgraded



<p>(6) The contractual partner shall make payments at its own costs to the account of SurTec indicated in the invoice. Fulfillment shall occur upon final crediting of the account.</p> <p>(7) In the event of default in payment, SurTec shall be entitled to charge interest at rate of 8 % p.a. above the base rate for the duration of the default. This shall not limit SurTec's right to assert further claims for damages. Furthermore, in the event of default in payment by the contractual partner, SurTec may, at its sole discretion, accelerate outstanding remaining purchase price instalments or other existing claims against the contractual partner and make further deliveries dependent on prior provision of security or perform deliveries only upon payment.</p> <p>(8) The contractual partner is only entitled to offset or retain payments if its counterclaim is undisputed by SurTec or has been legally established.</p> <p>(9) SurTec reserves all proprietary rights and copyrights of estimates, designs, drawings and other documents; these may only be made available to third parties only with our express approval. Drawings and other documents provided as part of an offer must be returned to SurTec on request at any time, which is mandatory when the order is not placed with SurTec. In case of SurTec's delivery of items according to drawings, models, samples or other documents provided by the customer, the latter shall ensure that industrial property rights of third parties are not infringed upon. If a third party, referring to proprietary rights prohibits in particular the manufacturing and delivery of such items SurTec shall be entitled to suspend all relevant activities and to claim damages without being obliged to analyse legal responsibilities. In addition, the customer shall undertake to indemnify us immediately from third-party claims related to documents made available to SurTec.</p>	<p>(6) Pogodbeni partner na lastne stroške izvede plačila na tekoči račun podjetja SurTec, ki je naveden na računu. Izpolnitev se izvede po končnem knjiženju v dobro računa.</p> <p>(7) V primeru zamude pri plačilu lahko podjetje SurTec zaračuna obresti v višini zakonskih zamudnih obresti povečanih za 8% za čas trajanje zamude. To ne omejuje pravice podjetja SurTec, da vloži nadaljnje zahtevke za odškodnino. Nadalje lahko podjetje SurTec v primeru, da pogodbeni partner zamuja s plačilom, po lastni presoji pospeši izplačilo preostalih obrokov nakupne cene ali uveljavi druge obstoječe zahtevke zoper pogodbenega partnerja ter pogoji nadaljnje dostave s predhodno predložitvijo jamstva ali pa dostavo izvede šele po plačilu.</p> <p>(8) Pogodbeni partner je upravičen do tega, da izvede pobot ali obdrži plačilo le, če podjetje SurTec ne izpodbija njegovega nasprotnega zahtevka ali je bil slednji pravno uveljavljen.</p> <p>(9) Podjetje SurTec ohranja vse lastninske pravice in avtorske pravice za ocene, načrte, risbe in druge dokumente, ki se lahko dajo na razpolago tretjim strankam le z našo izrecno privolitvijo. Risbe in druge dokumente, ki so del ponudbe, je treba na zahtevo kadar koli vrniti podjetju SurTec, kar je obvezno, če naročilo ni bilo oddano podjetju SurTec. Če podjetje SurTec zagotavlja dostavo artiklov v skladu z risbami, modeli, vzorci ali drugimi dokumenti, ki jih posreduje stranka, se more slednja prepričati, da se s tem ne kršijo pravice intelektualne lastnine tretjih strank. Če tretja stranka prepove zlasti proizvajanje in dostavo takšnih artiklov in se pri tem sklicuje na lastninske pravice, lahko podjetje SurTec začasno preneha z opravljanjem vseh zadevnih dejavnosti in vloži zahtevek za škodo, ne da bi moralo pri tem analizirati pravne odgovornosti. Poleg tega se stranka zaveže, da nas bo takoj zavarovala pred zahtevki tretjih strank, povezanimi z dokumenti, ki so na voljo podjetju SurTec.</p>
---	--

<h3>3. Shipping and Transfer of Risk</h3> <p>(1) SurTec shall be entitled to determine the route and method of shipment, unless otherwise specified.</p> <p>(2) SurTec shall exclusively deliver CPT when fulfilling orders for an order quantity of over 150 kg. The costs of payment shall be calculated by means of a flat-rate sum which is communicated to the contracting entity upon confirmation of the order.</p> <p>(3) The risk for the goods shall pass to the contractual partner as soon as they are handed over to the forwarding agent or carrier, irrespective of whether the goods are picked up by the customer or by a forwarder appointed by SurTec, unless the partners have determined otherwise.</p> <p>(4) At the request of the contractual partner, SurTec shall take out a transport insurance for the delivery; the costs incurred in this respect shall be borne by the contractual partner.</p>	<h3>3. Pošiljanje in prenos tveganja</h3> <p>(1) Podjetje SurTec je upravičeno do tega, da določi pot in metodo pošiljanja, razen če ni določeno drugače.</p> <p>(2) Podjetje SurTec bo za »prevoz plačan do« poskrbelo le pri naročilih, katerih je skupna količina naročila višja od 150 kg. Stroški prevoza se obračunajo v pavšalnem znesku, ki je naročniku sporočen najkasneje ob potrditvi naročila.</p> <p>(3) Tveganje za blago se prenese na pogodbenega partnerja takoj, ko se blago predá špediterju ali prevozniku, ne glede na to, ali blago pobere stranka ali odpravnik, ki ga pooblasti podjetje SurTec, razen če se nista partnerja dogovorila drugače.</p> <p>(4) Podjetje SurTec na zahtevo pogodbenega partnerja sklene transportno zavarovanje za dostavo; stroške, ki nastanejo v zvezi s tem, nosi pogodbeni partner.</p>
<h3>4. Delivery Time</h3> <p>(1) The dates and deadlines stated by SurTec shall not be binding unless expressly agreed upon otherwise in writing.</p> <p>(2) Partial deliveries are permissible, provided they are reasonable for the contractual partner.</p> <p>(3) In the event that SurTec is in default with its performance, the damage caused by delay shall be limited to the typical foreseeable damage. The compensation of this damage shall be limited to the amount of the payment claim against the liability insurance of SurTec for the occurrence of an insured event.</p> <p>(4) Para. (3) shall not apply if SurTec acts intentionally.</p> <p>(5) Force majeure of any kind, unforeseeable traffic, operational or shipping disruptions, fire damage, floods, unforeseeable labour, energy, raw material or shortages of labour, energy, raw materials or supplies, strikes, lock-outs, official decrees, or other events or other obstacles</p>	<h3>4. Čas dostave</h3> <p>(1) Datumi in roki, ki jih navede podjetje SurTec, niso zavezjujoči, razen če ni pisno izrecno dogovorjeno drugače.</p> <p>(2) Delne dostave so dovoljene, če se pogodbenemu partnerju zdijo primerne.</p> <p>(3) Če podjetje SurTec zamuja z izvedbo svojih obveznosti, se škoda, ki jo povzroči takšna zamuda, omeji na tipično škodo, ki jo je mogoče predvideti. Odškodnina za takšno škodo je omejena na vsoto zahtevka za zavarovanje odgovornosti podjetja SurTec ob nastopu zavarovalnega dogodka.</p> <p>(4) Odstavek (3) se ne uporablja, če podjetje SurTec ravna namerno.</p> <p>(5) Kakršna koli višja sila, nepredvidljiv gost promet, motnje v delovanju ali pošiljanju, požarna škoda, poplave, nepredvidljiva delovna sila, energija, surovine ali pomanjkanje delovne sile, energije, surovin ali zalog, stavke, izprtja, uradni dekreti ali drugi dogodki ali prepreke, za katere ni odgovoren</p>

for which the partner obliged to perform is not responsible, which impede the shipment, acceptance or consumption, or which prevent or delay, release the partner obliged to perform from the obligation to perform for the duration and to the extent of the obligation to perform.

(6) The partner obliged to perform shall inform the other partner of the occurrence of a circumstance referred to in § 4 (5) without undue delay. The partner obliged to perform can only withdraw from the contract if the circumstance referred to in § 4 (5) is not merely of a temporary nature and the consideration already granted is returned upon withdrawal.

5. Packaging

(1) Packaging shall only be taken back insofar as separate written agreements have been made in this respect and unless mandatory statutory provisions stipulate otherwise.

6. Performance Specifications; Warranty

(1) The quality of the delivery and service item shall be conclusively determined by the features expressly outlined in the product information and safety data sheet of the product; other or different performance characteristics of the deliveries and services are not agreed. Any warranty going beyond this express agreement on properties, e.g. for a specific purpose or particular suitability, duration of use, durability, functionality, compatibility, other subjective or objective requirements or compliance with samples, is only assumed if and to the extent that this has been expressly agreed in writing and the contractual partner provides SurTec with one or more samples and SurTec performs a sampling, i.e. a series of tests in the laboratory and thereafter provides instructions for processing or use. Otherwise, the risk of suitability and use shall exclusively be on the

partner, ki je dolžan izvesti svoje obveznosti, in ki ovirajo pošiljanje, sprejemanje ali porabo ali ki preprečujejo ali povzročajo zamude pri izvedbi, odvežejo partnerja, ki je dolžan izvesti svoje obveznosti, od izvajanja svojih obveznosti za čas trajanja in v obsegu obveznosti, ki jo je treba izvesti.

(6) Partner, ki je dolžan izvesti svojo obveznost, brez nepotrebnega odlašanja obvesti drugega partnerja o nastanku okoliščine iz člena 4(5). Partner, ki je dolžan izvesti svojo obveznost, lahko odstopi od pogodbe le, če okoliščina iz člena 4(5) ni le začasna in če se po odstopu vrne že plačano nadomestilo.

5. Embalaža

(1) Embalažo se lahko vrne le v primeru, da so bili v zvezi s tem sklenjeni posebni pisni dogovori, razen če zavezujoče zakonske določbe ne navajajo drugače.

6. Delovanje, specifikacije, garancija

(1) Kakovost dostave in predmeta storitve se dokončno določi ob upoštevanju funkcij, ki so izrecno navedene v informacijah o izdelku in varnostnem listu izdelka; druge ali različne značilnosti delovanja dostave in storitev niso dogovorjene. Vsakršna garancija, ki presega ta izrecni dogovor v zvezi z lastnostmi, npr. za točno določen namen ali posebno primernost, trajanje uporabe, trajnost, funkcionalnost, združljivost, druge subjektivne ali objektivne zahteve ali skladnost z vzorci, se predpostavlja le v primeru, da je bilo to izrecno pisno dogovorjeno in da je pogodbeni partner zagotovil podjetju SurTec enega ali več vzorcev, pri čemer podjetje SurTec nato izvede vzorčenje, tj. serijo testov v laboratoriju, in nato zagotovi navodila za obdelavo ali uporabo. V nasprotnem primeru je za tveganje, povezano s primernostjo in uporabo, odgovorna izključno stranka.

Protection upgraded



part of the customer. We shall reserve any customary or technically unavoidable deviations from physical and chemical quantities, including colours, formula, recipes, processes and the use of raw materials as well as order sizes, as far as this may not be accepted as unreasonable by the customer.

Assembly and other instructions as well as specifications or recommendations for storage, installation, tests, operation or maintenance (hereinafter referred to as "instructions") going beyond the information contained in the product information and safety data sheets are only part of the delivery item and must only be handed over if this has been expressly agreed. We are entitled to hand over these instructions with the delivery, or to refer to them in delivery documents (e.g. by referring to corresponding websites). The customer is obliged to follow the instructions and to observe the relevant regulations such as (e.g. DIN standards) or other industry standards. This warranty and all rights arising therefrom under this contract are exclusive. There are no further warranty rights, neither explicitly nor implicitly, neither based on advertising claims, implied actions nor commercial usage. As far as this is permissible according to the relevant legal provisions, all further statutory warranty rights are hereby excluded, in particular those that relate to an average subjectively or objectively expected quality, suitability for a certain purpose, a certain type of use or freedom from third party rights.

(2) All indications of quantities, dimensions and weights are to be understood as subject to the tolerances customary in the trade.

(3) Information on the subject of delivery and performance (e.g. in catalogs, product information, electronic media or on labels) is based on our general experience and knowledge and is merely indicative. Neither these product specifications nor expressly

Pridržujemo si pravico do kakršnih koli običajnih ali tehnično neizogibnih odstopanj od fizičnih in kemičnih količin, vključno z barvo, formulo, recepti, procesi in uporabo surovin ter velikosti naročila, če tega stranka ne sprejema kot nerazumno.

Sestavljanje in vsa druga navodila ter specifikacije ali priporočila za shranjevanje, namestitev, testiranje, delovanje ali vzdrževanje (v nadaljnjem besedilu: navodila), ki presegajo informacije iz informacij o izdelku in varnostnih listov, so del predmeta dostave in jih je treba predati le, če je bilo to izrecno dogovorjeno. Ta navodila lahko predamo ob dostavi ali se nanje sklicujemo v dostavni dokumentaciji (npr. s sklicevanjem na ustrezne spletnne strani). Stranka mora upoštevati navodila in zadevne predpise, kot so npr. standardi DIN ali drugi standardi, ki veljajo v industriji.

Ta garancija in vse pravice, ki izhajajo iz nje v skladu s to pogodbo, je izključna. Nadaljnjih eksplisitnih ali implicitnih garancijskih pravic ni, ne glede na to, ali bi bile osnovane na oglaševalskih trditvah, implicitnih dejanjih ali komercialni uporabi. Če je to dovoljeno v skladu z zadevnimi zakonskimi določbami, so na tem mestu izključene vse nadaljnje zakonsko določene garancijske pravice, zlasti tiste, ki se navezujejo na povprečno subjektivno ali objektivno pričakovano kakovost, primernost za določen namen, določeno vrsto uporabe ali neupoštevanje pravic tretje osebe.

(2) Vse navedbe količin, dimenzij in teže je treba razumeti kot takšne, ki so podvržene odstopanjem, običajnim pri trgovanju.

(3) Informacije o predmetu dostave in delovanju (npr. v katalogih, informacijah o izdelkih, elektronskih medijih ali na nalepkah) so osnovane na naših splošnih izkušnjah in znanju ter so podane le v informativne namene. Te specifikacije izdelka in izrecno

Protection upgraded

agreed performance characteristics / purposes of use shall release the contractual partner from verifying the suitability for the intended use of the product. Information on the quality and possible uses of our products do not include any guarantees, unless they are expressly designated as such in writing.

(4) If the contractual partner does not carefully comply with the instructions made available for the processing or use of products of SurTec or if he uses a material to be processed which deviates from the tested one and if the processing process does not lead to the desired result for this reason, a warranty by SurTec shall be excluded. The contractual partner shall be obliged to make and keep records of the process sequences and conditions on which the processing is based.

(5) The contractual partner shall fulfil its inspection and complaint obligations properly and timely in accordance with applicable law.

(6) In case of a defect, SurTec shall be entitled, in its sole discretion, to either remedy the defect or to provide a new product. A claim for rescission of the contract or reduction of the purchase price shall only exist if the defect cannot be remedied within a reasonable period of time or, if the subsequent performance is associated with disproportionate costs, is unreasonable or is deemed to have failed for other reasons. Supplementary performance shall only be deemed to have failed after the second unsuccessful attempt at subsequent performance, provided that the contractual partner has fulfilled its obligations to cooperate. In the case of only minor defects, however, the contractual partner shall not be entitled to rescind from the contract.

(7) SurTec shall be liable according to the statutory provisions if the contractual partner claims for damages, which are based on intent or gross negligence of SurTec, including intent or gross negligence of its

določene značilnosti delovanja/nameni uporabe pogodbenega partnerja ne odvezujejo obveznosti, da preveri primernost za predvideno uporabo izdelka. Informacije glede kakovosti in možne uporabe naših izdelkov ne vključujejo nikakršnih jamstev, razen če niso pisno izrecno označene kot takšne.

(4) Če pogodbeni partner natančno ne upošteva navodil, ki so mu na voljo v zvezi z obdelavo ali uporabo izdelkov podjetja SurTec, ali če za obdelavo uporablja material, ki odstopa od testiranega materiala, in če postopek obdelave iz tega razloga ne vodi do želenega rezultata, se garancija podjetja SurTec izključi. Pogodbeni partner mora pripraviti in voditi evidenco zaporedja postopkov in pogojev, na kateri je osnovana obdelava.

(5) Pogodbeni partner ustrezno in pravočasno izvaja svoje obveznosti glede pregledov in pritožb v zvezi z veljavnimi zakoni.

(6) V primeru okvare lahko podjetje SurTec po lastni presoji izbere, ali bo popravilo okvaro ali priskrbelo nov izdelek. Zahtevek za odstop od pogodbe ali zmanjšanje nabavne cene je možno vložiti le, če se okvare ne da odpraviti v razumnem časovnem obdobju ali če je nadaljnja zmogljivost povezana z nesorazmernimi stroški, je nerazumno ali iz drugih razlogov šteje za neuspešno. Dopolnjena zmogljivost šteje za neuspešno šele po drugem neuspelem poskusu zagotavljanja nadaljnje zmogljivosti, če je pogodbeni partner izpolnil svoje obveznosti v zvezi s sodelovanjem. V primeru manjših okvar pa pogodbeni partner nima pravice odstopiti od pogodbe.

(7) Podjetje SurTec je odgovorno v skladu z zakonskimi določbami, če pogodbeni partner vloži zahtevek za škodo, ki je osnovan na namenu ali hudi malomarnosti podjetja SurTec, vključno z namenom ali hudo

Protection upgraded

representatives or vicarious agents. As far as SurTec or its vicarious agents are not accused of intentional breach of contract, the liability for damages shall be limited to the foreseeable damage and typically occurring damage or loss. The compensation for this loss shall be limited to the amount of the payment claim against the liability insurance of SurTec for the occurrence of an insured event. This shall also apply to claims for damages and not only for claims of liability.

(8) In case of simple negligence SurTec shall be liable only if it violates an essential contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage/loss. The compensation of this damage shall be limited to the amount of the payment claim against the liability insurance of SurTec for the occurrence of an insured event.

(9) Mandatory statutory liability for culpable injury to life, limb or health shall not be affected by the above-mentioned provisions. This also applies to any mandatory statutory product liability.

(10) Unless otherwise provided above, SurTec's liability shall be excluded in all other respects.

(11) The limitation period for claims for defects shall be 12 months, calculated from the date of transfer of risk.

(12) The limitation period in the case of a delivery recourse shall remain unaffected.

(13) The contractual partner shall allow us to promptly inspect any rejected goods, in particular those which shall be made available to us on request and at our cost. If complaints are unfounded we shall reserve the right to charge transport costs and inspection expenses to the customer.

7. Total Liability

(1) Liability for damages exceeding the liability provided for in § 6 is excluded, irrespective of the legal nature of the claim

malomarnostjo njegovih predstavnikov ali ključnih zastopnikov. Če podjetje SurTec ali njegovi ključni zastopniki niso obtoženi namerne kršitve pogodbe, se odgovornost za škodo omeji na predvidljivo škodo ter škodo ali izgubo, ki običajno nastane. Odškodnina za takšno izgubo je omejena na vsoto zahtevka za zavarovanje odgovornosti podjetja SurTec ob nastopu zavarovalnega dogodka. To velja tudi za odškodninske zahtevke in ne le za zahtevke za izpolnitev odgovornosti.

(8) V primeru navadne malomarnosti je podjetje SurTec odgovorno le, če krši bistveno pogodbeno obveznost, vendar je v tem primeru odgovornost za škodo omejena na predvidljivo škodo ali izgubo, ki običajno nastane. Odškodnina za takšno škodo je omejena na vsoto zahtevka za zavarovanje odgovornosti podjetja SurTec ob nastopu zavarovalnega dogodka.

(9) Na obvezno zakonsko odgovornost za krivdno poškdbo s smrtnim izidom, poškdbo ali škodovanje zdravju ne vplivajo zgoraj navedene določbe. To velja tudi za katero koli obvezno zakonsko odgovornost za izdelek.

(10) Odgovornost podjetja SurTec je v vseh drugih ozirih izključena, razen če ni zgoraj navedeno drugače.

(11) Zastaralni rok za zahtevke za napake znaša 12 mesecev, kar se izračuna od datuma prenosa tveganja.

(12) Zastaralni rok v primeru uporabe dostave ostane nespremenjen.

(13) Pogodbeni partner nam dovoli, da lahko takoj pregledamo morebitno zavrnjeno blago, zlasti tisto, ki nam je na voljo na zahtevo in na naše stroške. Če so pritožbe neutemeljene, si pridržujemo pravico, da stranki zaračunamo stroške prevoza in pregleda.

7. Popolna odgovornost

(1) Odgovornost za škodo, ki presega odgovornost iz člena 6, je izključena, ne glede na pravno naravo predloženega zahtevka. To

asserted. This applies in particular to claims for damages due to culpa in contrahendo, due to other breaches of duty or tortious claims.

(2) This limitation shall also apply if the contractual partner does not claim damages instead of liability but reimbursement of useless expenses. As far as SurTec's liability for damages is excluded or limited, this shall also apply to the personal liability for damages of its employees, representatives and vicarious agents. § 6 (9) shall apply mutatis mutandis.

8. Retention of Title

(1) The objects of the deliveries (reserved goods) shall remain the property of SurTec until the fulfilment of all claims against the contractual partner arising from the business relationship. Insofar as the value of all security interests, to which SurTec is entitled, exceeds the amount of all secured claims by more than 20%, SurTec shall release a corresponding part of the security interests at the request of the contractual partner.

(2) The contractual partner shall immediately notify SurTec of any seizure or other interventions of third parties in writing.

(3) If the contractual partner resells goods subject to retention of title or goods which have been processed with the help of SurTec products, the contractual partner hereby assigns to SurTec his future claims from the resale against his customers with all ancillary rights -- including any possible balance claims or current account balances -- by way of security, without the need for further special declarations at a later stage, but only up to an amount which exceeds the sum of all secured claims by a maximum of 20%. SurTec accepts this assignment.

(4) The processing or transformation of the deliveries by the contractual partner shall always be carried out for SurTec. If the delivery is processed with other objects not

zlasti velja za zahtevke za škodo zaradi *culpa in contrahendo*, zaradi drugih kršitev dolžnosti ali zaradi odškodninskih zahtevkov.

(2) Ta omejitev velja tudi v primeru, da pogodbeni partner ne uveljavlja odškodninskih zahtevkov namesto zahtevkov za izpolnitev odgovornosti, pač pa povračilo neuporabnih stroškov. Če je odgovornost za škodo podjetja SurTec izključena ali omejena, to velja tudi za osebno odgovornost za škodo zaposlenih, predstavnikov in ključnih zastopnikov podjetja. Člen 6(9) se uporablja *mutatis mutandis*.

8. Pridržek lastninske pravice

(1) Predmet dostave (rezervirano blago) ostane v lasti podjetja SurTec, dokler se ne izpolnijo vsi zahtevki zoper pogodbenega partnerja, ki izhajajo iz poslovnega odnosa. Če vrednost vseh upravičenj podjetja SurTec, presega vrednost vseh zavarovanih terjatev za več kot 20 %, podjetje SurTech na zahtevo pogodbenega partnerja sprosti ustrezni del svojih upravičenj oziroma varnostnih interesov.

(2) Pogodbeni partner takoj pisno obvesti podjetje SurTec o kakršni koli zaplembi ali drugih intervencijah tretjih strank.

(3) Če pogodbeni partner preprodaja blago, za katerega velja pridržek lastninske pravice ali blaga, ki je bilo obdelano s pomočjo izdelkov podjetja SurTec, pogodbeni partner na tem mestu podeljuje podjetju SurTec svoje prihodnje zahtevke, povezane s preprodajo, zoper svoje stranke, z vsemi dodatnimi pravicami - vključno z morebitnimi zahtevki v zvezi s terjatvami ali bilancami tekočega računa - na podlagi jamstva, ne da bi bilo treba pozneje podajati dodatne posebne izjave, vendar le do zneska, ki presega vsoto vseh zavarovanih zahtevkov za največ 20 %. Podjetje SurTec sprejema to podelitev.

(4) Obdelava ali transformacija dostav s strani pogodbenega partnerja se vedno izvede za podjetje SurTec. Če se dostava obdela z drugimi predmeti, ki ne pripadajo podjetju

belonging to SurTec, Surtec shall acquire the co-ownership of the new object in proportion to the value of the delivery (final invoice amount including VAT) to the value of the other processed objects at the time of the handover of the delivery to the contractual partner. For the object resulting from the processing, the same shall apply as for the delivery under this reservation.

(5) If the delivery is mixed with other objects not belonging to SurTec, SurTec shall acquire co-ownership of the new object in proportion to the value of the delivery (final invoice amount including VAT) to the other processed objects at the time of the transfer of the delivery to the contractual partner. If the mixing takes place in such a way that the object of the contractual partner is to be regarded as the main object, it shall be deemed agreed that the contractual partner assigns co-ownership to SurTec on a pro rata basis. The contractual partner shall keep the resulting sole or co-ownership for the company SurTec.

9. Compliance

(1) Unless otherwise agreed in writing, in individual cases, the contractual partner shall be responsible for compliance with the applicable statutory and official regulations (in particular regarding import, transport, storage, export, resale, use and handling of the goods). The contractual partner must inform itself about applicable registration, information and/or notification obligations and to ensure compliance with these obligations especially during import, transport, storage, export, resale, use and handling of the goods.

(2) We limit ourselves to the information required by foreign trade law such as the commercial origin of the goods according to foreign trade law and the statistical goods number in our commercial invoices. Generally, we do not issue long-term supplier's declarations with preferential

SurTec, podjetje SurTec pridobi solastništvo novih predmetov sorazmerno glede na vrednost dostave (končni znesek na računu, vključno z DDV-jem) v odnosu do vrednosti drugih obdelanih predmetov v času predaje dostave pogodbenemu partnerju. V okviru te določbe enako kot za dostavo velja tudi za predmet, ki je posledica obdelave.

(5) Če se istočasno izvede dostava drugih predmetov, ki ne pripadajo podjetju SurTec, podjetje SurTec pridobi solastništvo novih predmetov sorazmerno glede na vrednost dostave (končni znesek na računu, vključno z DDV-jem) v odnosu do drugih obdelanih predmetov v času prenosa dostave pogodbenemu partnerju. Če se istočasna izvedba dostave izvede tako, da predmet pogodbenega partnerja šteje kot glavni predmet, se šteje za dogovorjeno, da pogodbeni partner podeli solastništvo podjetju SurTec v skladu z načelom sorazmernosti. Pogodbeni partner obdrži izključno lastništvo ali solastništvo za podjetje SurTec, ki iz tega izhaja.

9. Skladnost

(1) Razen če v posameznih primerih ni pisno sklenjeno drugače, je pogodbeni partner odgovoren za skladnost z veljavnimi zakonskimi in uradnimi predpisi (zlasti glede uvoza, prevoza, skladiščenja, izvoza, preprodaje, uporabe in rokovanja z blagom). Pogodbeni partner se mora poučiti o veljavnih obveznostih registracije, informiranja in/ali obveščanja ter zagotoviti skladnost s temi obveznostmi, zlasti med uvozom, prevozom, skladiščenjem, izvozom, preprodajo, uporabo in rokovanjem z blagom).

(2) Omejujemo se na informacije, ki so zahtevane v skladu z zakonom o zunanji trgovini, kot denimo trgovski izvor blaga v skladu z zakonom o zunanji trgovini in statistične številke blaga na naših trgovinskih računih. V splošnem ne izdajamo dolgoročnih izjav dobavitelja s statusom preferencialnega

origin status. The import of goods depends on the non-preferential origin. Such proof of origin does not, in principle, lead to the granting of customs advantages.

(3) The contractual partner undertakes to refrain from the following transactions under all circumstances:

- Transactions involving persons, organizations or institutions listed in sanction lists under the EC-Regulations or US export control laws and regulations.
- Illegal transactions involving embargoed countries.
- Transactions subject to permits, in particular export permits, whereby said contractual partner has not been granted such permits.
- Transactions related to nuclear, biological or chemical weapons or transactions related to any other military end-use and for which the required permits have not been granted.

10. Exclusion of Assignment, Choice of Law, Place of Jurisdiction, Place of Performance, Miscellaneous

(1) The contractual partner is only entitled to assign its claims arising from the contractual relationship with our prior consent.

(2) The Slovenian substantive law shall apply. The applicability of the conflict of laws rules of the IPRG, the conflict of laws rules of another jurisdiction as well as the uniform UN Convention on Contracts for the international sale of goods (CISG) shall be excluded.

(3) The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered seat of SurTec if the other partner to the contract is an entrepreneur or a company.

porekla. Uvoz blaga je odvisen od nepreferencialnega porekla. Takšno potrdilo o poreklu načeloma ne vodi v podelitev carinskih ugodnosti.

(3) Pogodbeni partner se zavezuje, da v nobenem primeru ne bo opravljal naslednjih transakcij:

- Transakcije, ki vključujejo osebe, organizacije ali institucije, navedene na seznamu sankcij v skladu z uredbami EU ali zakoni in predpisi ZDA o nadzoru izvoza.
- Nezakonite transakcije z državami pod embargom.
- Transakcije, za katere je treba pridobiti dovoljenja, zlasti izvozna dovoljenja, ki pa jih pogodbeni partner ni pridobil.
- Transakcije, povezane z jedrskimi, biološkimi ali kemičnimi orožji, ali transakcije, povezane s kakršno koli drugačno vojaško končno uporabo, za katere niso bila podeljena ustrezna dovoljenja.

10. Izključitev dodelitve, zakonodajna pristojnost, kraj pristojnosti, kraj opravljanja storitve, razno

(1) Pogodbeni partner je do odstop svojih zahtevkov, ki izhajajo iz pogodbenega razmerja, upravičen le z našim predhodnim soglasjem.

(2) Velja slovensko materialno pravo. Veljavnost pravil v zvezi s konfliktom zakonov IPRG, pravil v zvezi s konfliktom zakonov iz druge pristojnosti in enotne konvencije ZN o pogodbah o mednarodni prodaji blaga (CISG) je izključena.

(3) Edini kraj pristojnosti za vse spore, ki neposredno ali posredno izhajajo iz pogodbenega odnosa, je sedež podjetja SurTec, če je drugi pogodbeni partner podjetnik ali podjetje.

<p>(4) Unless otherwise stated in the order confirmation, SurTec's place of business shall also be the place of performance</p> <p>(5) Amendments to the contract, supplements and ancillary agreements must be made exclusively in writing order to be effective. This shall also and in particular apply to any cancellation or amendment of this written form clause. Electronic data transmission is only sufficient if it is provided with a qualified electronic signature.</p> <p>In case of any doubts regarding the interpretation of these rules, the English version of the text is always authoritative.</p>	<p>(4) Kraj poslovanja podjetja SurTec je tudi kraj opravljanja storitve, razen če ni v potrdilu naročila navedeno drugače.</p> <p>(5) Veljavne so le spremembe, dodatki in pomožni sporazumi v zvezi s pogodbo, ki so pripravljeni izključno v pisni obliki. To velja tudi in zlasti za kakršen koli preklic ali spremembo te klavzule o pisni obliki. Elektronski prenos podatkov zadostuje le, če je opremljen s kvalificiranim elektronskim podpisom.</p> <p>V primeru kakršnihkoli dvomov razlag teh pravil je vedno merodajna angleška verzija besedila.</p>
<p>Status: February 2022</p>	<p>Stanje: februar 2022</p>