

DMG MORI

DMG MORI Balkan GmbH - podružnica v Sloveniji

GENERAL TERMS AND CONDITIONS ON AFTER SALES SERVICES AND SPARE PARTS DELIVERY OF DMG MORI IN SLOVENIA

1. GENERAL PROVISIONS

The following terms and conditions shall apply to all current and future after sales services of our company ("Supplier") in relation to the repair, maintenance and other services for machine tools ("Services") as well as the delivery of spare and replacement parts ("Parts" or "Part"). These terms and conditions shall apply exclusively. Differing or contrary terms of the Customer shall not apply, unless expressly agreed upon. A contract shall only come into force with the Supplier's written order confirmation by letter, fax or email, unless the contract is concluded orally through the Supplier's hotline.

2. CUSTOMER'S RESPONSIBILITIES

The Customer shall provide to the extent necessary at his own risk and expense assistant staff, and, if so agreed, tools, lifting devices with operating staff as well as all materials and equipment necessary for due performance of the Supplier's Services. Also, the Customer shall provide the Supplier's staff with a dry and lockable room for the storage of delivery parts, tools, clothes and the staff's personal belongings. The Customer is responsible for his assistant staff following the Supplier's instructions. The Supplier shall not be liable for any damage caused by the Customer's assistant staff, unless the respective damage is due to a Supplier's instruction; in this case, section 18 shall apply with regard to the Supplier's liability.

In the event that any of the Supplier's materials, tools or devices are damaged or destroyed at the Customer's worksite, the

SPLOŠNI POGOJI POSLOVANJA ZA POPRODAJNE STORITVE IN DOBAVO REZERVNIH DELOV DMG MORI V SLOVENIJI

1. SPLOŠNE DOLOČBE

Naslednji pogoji veljajo za vse trenutne in bodoče poprodajne storitve naše družbe ("dobavitelj") v zvezi s popravilom, vzdrževanjem in drugimi storitvami za obdelovalne stroje ("storitve"), kot tudi dobavo rezervnih in nadomestnih delov ("deli" ali "del"). Uporabljajo se izključno ti pogoji. Drugačni ali nasprotujoči pogoji naročnika ne veljajo, razen če to ni izrecno dogovorjeno. Pogodba začne veljati šele z dobaviteljevo pisno potrditvijo naročila v obliki dopisa, faksa ali elektronske pošte, razen če je bila pogodba dogovorjena ustno prek posebne telefonske linije dobavitelja.

2. ODGOVORNOSTI NAROČNIKA

Naročnik mora v potrebnem obsegu na lastno tveganje in stroške zagotoviti zadostno število pomožnega osebja, in, če je tako dogovorjeno, orodje, dvižne naprave z operativnim osebjem, kot tudi vse materiale in opremo, potrebno za pravilno izvajanje dobaviteljevih storitev za naročnika. Prav tako mora naročnik osebju dobavitelja zagotoviti suh prostor, ki ga je mogoče zakleniti, za shranjevanje dostavljenih delov, orodij, oblačil in osebnih predmetov osebja. Naročnik je odgovoren za ravnanja pomožnega osebja po navodilih dobavitelja. Dobavitelj ne odgovarja za morebitno škodo, ki jo povzroči naročnikovo pomožno osebje, razen če predmetna škoda nastane zaradi navodil dobavitelja; v tem primeru se uporabi 18. poglavje v zvezi z odgovornostjo dobavitelja.

V primeru, da so kateri koli material, orodje ali naprave dobavitelja poškodovani ali uničeni na naročnikovem delovišču, odgovarja

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Customer shall be liable for damages to the Supplier to the extent to which the Customer is responsible for the loss or damage occurred.

The Customer shall be obliged to take reasonable care for the safety in the workplace, the compliance with relevant safety regulations and appropriate working conditions. In particular, the Customer shall thoroughly clean machines to be repaired by Supplier. The Customer shall instruct the Supplier's working staff about specific safety regulations in his workplace.

If necessary, the Customer shall procure internal work authorizations, ID cards and the like at his own expense.

3. PRICES AND TERMS OF PAYMENT

Unless expressly agreed otherwise in writing, the Customer shall make payments according to the Supplier's schedule of prices and services which the Customer may request from the Supplier at any time. The Supplier shall be entitled to installments up to the amount of 90 % of the Services carried out.

Used parts, materials and special services, as well as costs for travelling and accommodation of the Supplier's staff shall be charged separately in the invoice. If Services are carried out on the basis of a binding cost estimate, reference to such cost estimate in the invoice shall suffice; however, deviations from the cost estimate shall be listed separately.

Unless expressly agreed otherwise in writing, prices are ex-works (Incoterms 2010), excluding costs of packaging and statutory VAT.

If the Customer fails to make payment on the

naročnik dobavitelju za škodo, v obsegu, v katerem je naročnik odgovoren za povzročeno izgubo ali škodo.

Naročnik je dolžan ravnati s potrebno skrbnostjo v zvezi z varnostjo na delovnem mestu, skladno z ustreznimi varnostnimi predpisi in z ustreznimi delovnimi pogoji. Zlasti mora naročnik temeljito očistiti naprave, ki bodo popravljene s strani dobavitelja. Naročnik mora poučiti osebje dobavitelja o posebnih varnostnih predpisih na delovnem mestu.

Če je potrebno, naročnik na lastne stroške priskrbi notranja delovna dovoljenja, osebne izkaznice in podobno.

3. CENE IN PLAČILNI POGOJI

Razen, če je izrecno drugače dogovorjeno v pisni obliki, mora naročnik izvesti plačila po dobaviteljevem seznamu cen in storitev, ki jih lahko naročnik kadar koli zahteva od dobavitelja. Dobavitelj je upravičen do plačila v obrokih do višine 90% izvedenih storitev.

Rabljeni deli, materiali in posebne storitve ter stroški za potovanja in nastanitve osebja dobavitelja se na računu obračunajo posebej. Če se storitve izvajajo na podlagi zavezujoče ocene stroškov, zadostuje sklicevanje na takšno oceno stroškov na računu; vendar pa se odstopanja od ocene stroškov navedejo ločeno.

Razen če je izrecno drugače dogovorjeno v pisni obliki, so dogovorjene tovarniške cene ("*Ex-Works Prices*") (Incoterms 2010), izključujoč stroške pakiranja in zakonskega DDV-ja.

Če naročnik ne izvede plačila na datum

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due date, the Supplier shall be entitled to charge the Customer interest on the amount unpaid, at the applicable statutory default interest rate ("*zamudne obresti*").

Unless expressly agreed otherwise, payment for Services and deliveries of Parts is due within 10 days upon receipt of invoice without any discount and shall be transferred to the Supplier's bank account.

The Customer shall be entitled to offset or to claim retainer rights only to the extent to which his counterclaim is acknowledged, undisputed or assessed in a legally binding judgment.

4. UNFEASIBILITY OF SERVICES

In the event that Services are unfeasible for reasons not attributable to the Supplier, any expenses, in particular such expenses for fault diagnostics, shall be borne by the Customer. This provision particularly applies to the following circumstances:

- if the alleged fault did not occur during the fault diagnostics,
- if the Customer fails to meet the agreed service date,
- if the Customer terminates an order in process,
- if the Parts required cannot be obtained in due time.

The Supplier shall only be obliged to put back the serviced item in its original state upon the Customer's express request and at Customer's expense. This does not apply if and to the extent to which the Supplier's Services prove not necessary.

If Services are not feasible, the Supplier shall not – irrespective of the legal ground – be

zapatlosti, je dobavitelj upravičen naročniku zaračunati obresti na neplačani znesek, v višini predpisane obrestne mere zamudnih obresti.

Če ni izrecno dogovorjeno drugače, plačilo za storitve in dobave delov zapade v roku 10 dni po prejemu računa brez kakršnega koli popusta in se plača na bančni račun dobavitelja.

Naročnik je upravičen pobotati ali zadržati plačilo le v obsegu, v katerem je njegov nasprotni zahtevek priznan, neprerekan ali ugotovljen s pravno zavezujočo odločbo.

4. NEZMOŽNOST IZVEDBE STORITEV

V primeru, da so storitve neizvedljive iz razlogov, ki jih ni mogoče pripisati dobavitelju, vse stroške, zlasti stroške za diagnostiko napak, krije naročnik. Ta določba velja zlasti v naslednjih okoliščinah:

- če se domnevna napaka ni pojavila med diagnostiko napak,
- če naročnik ne izpolni dogovorjenega datuma storitve,
- če naročnik odpove naročilo v postopku,
- če potrebnih delov ni mogoče dobiti pravočasno.

Dobavitelj je dolžan vrniti predmet popravila v njegovo izvorno stanje le na izrecno zahtevo in stroške naročnika. To ne velja, če in v obsegu, v katerem se storitve dobavitelja izkažejo za nepotrebne.

Če storitve niso izvedljive, dobavitelj ne odgovarja - ne glede na pravno podlago - za

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liable for damages of the serviced item, breach of non-fundamental contractual obligations and damages not caused to the serviced item itself. In the event of intent or gross negligence of the Supplier or his organs or executive staff or breach of fundamental contractual obligations, the Supplier shall be liable according to the provisions of applicable law. If the Supplier is in breach of fundamental contractual obligations (i.e. obligations, the fulfilment of which is essential for due performance of the contract and on the compliance of which the other party may regularly rely), his liability, except if he or his bodies or executive staff act intentionally or grossly negligent, shall be limited to the typically foreseeable damage.

5. TRAVEL EXPENSES

Travel expenses comprise train/flight costs of the Supplier's staff, costs of transport and transport insurance for staff's personal luggage, costs for necessary tools, costs for visa procurements, prescribed medical and sanitary checks and further cross-border related costs. These travel expenses shall be borne by the Customer.

Travel expenses also include costs for staff's tariff-based journeys between home and the Customer's work-site during Service periods.

Mileage allowances for use of vehicles shall be charged according to the Supplier's schedule of prices and services which the Customer may request from the Supplier at anytime. The means of travel is chosen at the Supplier's equitable discretion. Unless agreed otherwise, the Supplier's staff may travel business class on long-haul flights (4 hours and over).

If the Supplier's staff is accommodated more than 2 km away from the Customer's work-site, daily costs for arrival and departure will

škodo na predmetu popravila, kršitve pogodbenih obveznosti, ki niso temeljne, in škode, ki ni povzročena samemu predmetu popravila. V primeru naklepa ali hude malomarnosti dobavitelja ali njegovih organov ali vodstvenega osebja ali kršitve temeljnih pogodbenih obveznosti, dobavitelj odgovarja v skladu z določbami veljavne zakonodaje. Če dobavitelj krši temeljne pogodbene obveznosti (tj. obveznosti, katerih izpolnitev je bistvenega pomena za pravilno in pravočasno izpolnitev pogodbe in za skladnost, na katero se lahko druga stranka redno zanaša), je njegova odgovornost omejena na običajno predvidljivo škodo, razen če dobavitelj ali njegovi organi ali vodstveno osebje ravna naklepno ali iz velike malomarnosti.

5. POTNI STROŠKI

Potni stroški obsegajo stroške železniškega / letalskega prevoza za osebje dobavitelja, stroške prevoza in zavarovanja prevoza za osebno prtljago osebja, stroške za potrebno orodje, stroške za izdajo vize, predpisanih zdravstvenih in sanitarnih pregledov in drugih stroškov v zvezi s prehodom čez mejo. Te potne stroške krije naročnik.

Potni stroški vključujejo tudi stroške kilometrine za osebje za prevoz od doma do naročnikovega delovišča v času opravljanja storitev.

Kilometrine za uporabo vozil se zaračunajo po ceniku dobavitelja, ki ga lahko naročnik kadar koli zahteva od dobavitelja. Prevozno sredstvo je izbrano po ustrezni prosti presoji dobavitelja. Če ni drugače dogovorjeno, lahko osebje dobavitelja potuje v poslovnem razredu na poletih na dolge razdalje (4 ure in več).

Če je osebje dobavitelja nameščeno več kot 2 km stran od naročnikovega delovišča, bodo dnevni stroški za prihod in odhod obračunani

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be charged as travel expenses.

6. SERVICE EXPENSES

The Supplier calculates journey times and the duration of on-site Services on the basis of his schedule of prices and services which the Customer may request from the Supplier at anytime.

Expenses incurred for any interruptions of Services or exceedance of agreed time limits for completion of Services not attributable to the Supplier shall be borne by the Customer.

Upon completion of Services, but not later than upon completion of each workweek, the Customer shall approve the working hours of the Supplier's staff on the Supplier's time sheet.

7. TIME OF PERFORMANCE AND DELAY OF SERVICES

Time periods specified by the Supplier within which Services are to be carried out are based on estimates only and are, therefore, not binding. The Customer may only demand an agreement on a binding time period for Services if the extent of the works is precisely determined, the Supplier is able to provide necessary Parts in time, agreement on the extent of the Customer's duties of cooperation has been achieved and, if necessary, the Customer has obtained permits of competent authorities. The binding period for Services shall commence on the day the Supplier and the Customer agree that the aforementioned requirements are met, the Supplier has free access to the Customer's site and the Customer has given written clearance for the Services to commence. The clearance protocol shall state the commencement date and be signed by the Supplier and the Customer.

If the Customer requires an extension of the

kot potni stroški.

6. STROŠKI STORITEV

Dobavitelj preračuna čas potovanja in trajanje storitve na samem kraju na podlagi njegovega cenika, ki ga lahko naročnik kadar koli zahteva od dobavitelja.

Stroške, ki nastanejo za katero koli prekinitve storitev ali preseganje dogovorjenih rokov za dokončanje storitev in ki jih ni mogoče pripisati dobavitelju, krije naročnik.

Po dokončanju storitev, vendar najkasneje ob koncu vsakega delovnega tedna, mora naročnik odobriti delovni čas osebja dobavitelja na evidenci opravljenih ur dobavitelja.

7. ČAS IZVEDBE IN ZAMUDA PRI STORITVAH

Časovna obdobja, določena s strani dobavitelja, tekom katerih je potrebno izvesti storitve, temeljijo samo na ocenah in zato niso zavezujoča. Naročnik lahko za storitve zahteva dogovor o zavezujočem časovnem obdobju, če je obseg del natančno določen, če dobavitelj lahko pravočasno zagotovi potrebne dele, če je bil dosežen dogovor o obsegu naročnikovih dolžnosti sodelovanja in če je naročnik po potrebi pridobil dovoljenja pristojnih organov. Zavezujoč rok za storitve se začne z dnem, ko se dobavitelj in naročnik dogovorita, da so izpolnjene zgoraj navedene zahteve, ima dobavitelj prost dostop do delovišča naročnika in je naročnik pred začetkom opravljanja storitev dal pisno potrditev. Primopredajni zapisnik mora vsebovati datum začetka in mora biti podpisan s strani dobavitelja in naročnika.

Če naročnik zahteva razširitev storitev ali so

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Services or additional Services become necessary, the time period shall be extended accordingly.

If Services are ready for acceptance within the time period or, if a test run is scheduled, the test run is ready to commence, the time period shall be deemed met.

In the event of Force Majeure, labour conflicts or other events beyond the Supplier's control, the time period shall be extended accordingly.

If the Supplier's failure to provide Services in good time results in a damage to the Customer, the Customer shall grant to the Supplier a grace period of two weeks for the delivery. After the expiry of two weeks, the Customer shall be entitled to demand a lump sum compensation. This compensation shall be 0,5 % for each subsequent completed calendar week, but in total no more than 5 % of the Service price of this part of the item to be serviced by the Supplier that cannot be used due to the delay.

If the Supplier does not carry out the agreed Services in good time (including the above mentioned grace period), the Customer may withdraw from the contract, provided, if statutory exceptions do not apply, the Customer has specified after the due date, without result, an additional period for performance. Upon the Supplier's request, the Customer shall declare whether he will exercise his right to withdraw from the contract. Further claims for delay shall be subject to section 18.

8. ACCEPTANCE

If the Supplier notifies the Customer on the completion of the Services, or, if so agreed, a test run has been completed, the Customer

potrebne dodatne storitve, se časovno obdobje temu primerno podaljša.

Če so storitve pripravljene za sprejem znotraj časovnega obdobja ali če je potek preizkusa, v kolikor je bil potek preizkusa določen, pripravljen za začetek, se bo štelo, da so bile storitve opravljene znotraj časovnega obdobja.

V primeru višje sile, konfliktov delovne narave ali drugih dogodkov, ki niso pod nadzorom dobavitelja, se časovno obdobje primerno podaljša.

Če zaradi dobaviteljeve nepravočasne izvedbe naročniku nastane škoda, naročnik dobavitelju odobrava dvotedenski naknadni rok za dostavo. Po poteku dveh tednov, bo naročnik upravičen zahtevati pavšalno odškodnino. Ta odškodnina bo znašala 0,5 % za vsak nadaljnji dopolnjen koledarski teden, vendar v celoti ne več kot 5 % cene storitve za del predmeta, servisiranega s strani dobavitelja, ki ne more biti uporabljen zaradi zamude.

Če dobavitelj ne izvede dogovorjenih storitev pravočasno (vključno z zgoraj navedenim naknadnim rokom za izpolnitev), lahko naročnik odstopi od pogodbe, pod pogojem, razen če veljajo zakonsko predpisane izjeme, da je naročnik po datumu zapadlosti brez uspeha določil dodatno obdobje za izvedbo. Na zahtevo dobavitelja se mora naročnik izjaviti, ali bo uresničil svojo pravico do odstopa od pogodbe. Nadaljnji zahtevki v primeru zamude so predmet 18. odstavka.

8. SPREJEM

Če dobavitelj obvesti naročnika o dokončanju storitev ali če je bil potek preizkusa dogovorjen in dokončan, je naročnik dolžan

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shall be obliged to accept the completed Services. If Services prove defective, the Supplier shall cure the defect, unless the defect is minor or not attributable to the Supplier. Acceptance may not be refused by reason of minor defects.

Services shall be deemed accepted, if the Customer, for reasons not attributable to the Supplier, does not accept Services within 2 weeks upon notification of completion or puts the serviced item into operation.

Upon acceptance of the Services, the Supplier's liability for obvious defects shall be excluded, unless the Customer has expressly reserved his rights with regard to the respective defect.

9. WARRANTY FOR SERVICES

Upon acceptance of the Services, notwithstanding sections 9.4 and 18, the Supplier shall, to the exclusion of any further claims of the Customer, be obliged to remedy the defect. The Customer shall give written notice of the defect to the Supplier without undue delay. The Customer shall not be entitled to demand cure, if the defect is minor or attributable to himself, in particular if the defect arises from any material provided by the Customer. The Customer shall allow reasonable time for the Supplier to remedy the defect. Any parts replaced by Parts shall become property of the Supplier.

The Supplier shall not be liable for any defects that arise from alterations, repairs or maintenance works of the serviced item by the Customer or third parties without the Supplier's approval. The Customer, however, shall be entitled to remedy the defect himself or by third parties and demand reimbursement of the necessary expenses from the Supplier, if there is a danger to operational safety or an imminent threat of extensive damage or, in case statutory exceptions do not apply, if a

sprejeti dokončane storitve. Če se storitve izkažejo za pomanjkljive, mora dobavitelj odpraviti napako, razen če gre za neznatno napako ali če zanjo ni odgovoren dobavitelj. Sprejema ni mogoče zavrniti iz razloga neznatnih napak.

Storitve se štejejo za sprejete, če naročnik iz razlogov, za katere ni odgovoren dobavitelj, ne sprejme storitev v 2 tednih po prejemu obvestila o dokončanju ali ne da predmeta popravila v obratovanje.

Ob sprejemu storitev je odgovornost dobavitelja za očitne napake izključena, razen če si je naročnik izrecno pridržal svoje pravice v zvezi z zadevno napako.

9. GARANCIJA ZA STORITVE

Ob sprejemu naročila storitev, ne glede na točko 9.4 in 18, je dobavitelj, z izjemo morebitnih nadaljnjih zahtevkov naročnika, dolžan odpraviti napako. Naročnik mora dobavitelja brez nepotrebnega odlašanja pisno obvestiti o napaki. Naročnik ni upravičen zahtevati odprave napake, če je napaka neznatna ali je zanjo odgovoren sam, zlasti če napaka izhaja iz katerega koli materiala, ki ga je dobavil naročnik. Naročnik bo dobavitelju omogočil razumen rok, v katerem lahko odpravi napako. Kateri koli deli, zamenjani z Deli, postanejo last dobavitelja.

Dobavitelj ni odgovoren za morebitne napake, ki so bile povzročene zaradi sprememb, popravil ali vzdrževalnih del na predmetu popravila s strani naročnika ali tretje osebe brez odobritve dobavitelja. Vendar pa bo naročnik upravičen sam ali s strani tretjih oseb odpraviti napako in od dobavitelja zahtevati povračilo potrebnih stroškov, če obstaja nevarnost za varnost obratovanja ali neposredna nevarnost velike škode ali, če ne veljajo zakonsko določene izjeme, če je s

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reasonable period for cure specified by the Customer has expired without result.

Any expenses for installation and removal arising from defective Services shall be borne by the Customer, unless the Supplier is liable for such expenses pursuant to section 18.

If the Supplier does not remedy the defect, then, if statutory exceptions do not apply, after a reasonable set period of time, the Customer may reduce the price or, if he has no interest in remedying the defect despite reducing the price, withdraw from the contract. Any further liability shall be subject to section 18.

If the alleged defect does not result from the Supplier's Services, then, to the extent the defect has been remedied by the Supplier, the Customer shall reimburse the Supplier's expenses accordingly.

The Supplier shall be under no liability in respect of any defects of the Services if the defect is (i) due to wilful damage, incorrect connections or incorrect operation, (ii) Force Majeure (e.g. lightning bolts), (iii) tear and wear due to overuse of mechanical and / or electronic items or (iv) extraordinary mechanical, chemical or atmospheric influences.

Subject to the provisions of section 13, any warranty claims relating to the Supplier's Services shall become statute-barred within 12 months. This limitation period shall commence after acceptance of the Services or operation of the serviced item by the Customer.

10. MAINTENANCE, REPAIR AND OVERHAUL AT THE SUPPLIER'S WORKSITE

Any expenses arising from transporting the serviced item for maintenance, repair or overhaul to and off the Supplier's or his

strani naročnika določen razumen rok za odpravo potekel brez uspeha.

Kakršne koli stroške za namestitvev in odstranitvev, ki izvirajo iz pomanjkljivih storitev, krije naročnik sam, razen če je dobavitelj odgovoren za te stroške v skladu s točko 18.

Če dobavitelj ne odpravi napake, lahko naročnik po razumno določenem časovnem obdobju, če ne veljajo zakonsko predvidene izjeme, zniža ceno ali, če ne glede na znižanje cene nima interesa za odpravo napake, odstopi od pogodbe. Vsaka dodatna odgovornost je predmet točke 18.

Če domnevna napaka ne izhaja iz storitev dobavitelja in če je bila napaka odpravljena s strani dobavitelja, naročnik temu ustrezno povrne stroške dobavitelja.

Dobavitelj ni odgovoren za nobene napake storitev, če napaka nastane (i) zaradi naklepnega poškodovanja, nepravilne priključitve ali nepravilnega delovanja, (ii) višje sile (npr. strele), (iii) obrabe zaradi prekomerne uporabe mehanskih in / ali elektronskih delov ali (iv) izrednih mehanskih, kemičnih ali vremenskih vplivov.

V skladu z določbami 13. točke vsak garancijski zahtevek v zvezi s storitvami dobavitelja zastara v 12 mesecih. Zastaralni rok začne teči po sprejemu storitev ali obratovanja predmeta popravila s strani naročnika.

10. VZDRŽEVANJE, POPRAVILA IN SERVISIRANJE NA DOBAVITELJEVEM DELOVIŠČU

Vse stroške, ki nastanejo pri prevozu predmeta zaradi vzdrževanja, popravila ali obnove do delovišča dobavitelja oziroma

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subcontractor's worksite shall be borne by the Customer.

The risk of transportation shall be borne by the Customer. At the Customer's request and costs, the Supplier shall arrange for insurance against damages in transit by reason of theft, breakage, fire and the like.

During Services at the Supplier's or his subcontractor's worksite, there shall be no insurance coverage; the Customer shall be responsible to maintain insurance coverage for the serviced item regarding fire, mains water, storms, machine breakage and the like, unless insurance coverage for such risks is expressly requested and paid for by the Customer.

If acceptance of the serviced item is delayed, the Supplier shall be entitled to charge the Customer for the storage of the respective item at his or his subcontractor's worksite. The Supplier shall be entitled to store the serviced item otherwise. Any storage shall be at the risk and costs of the Customer.

11. DELIVERY OF SPARE OR REPLACEMENT PARTS WITH OR WITHOUT INSTALLATION

The following provisions shall apply to any such delivery of Parts not being subject to a repair or Service order with regard to delivery time, delay in delivery, warranties and passing of risk:

The Customer shall be responsible for the correct specification of the Part to be delivered by the Supplier. Any advice of the Supplier on the suitability of the ordered Part shall not be binding and the Supplier's liability to that effect shall be excluded as the Supplier accepts orders for delivery of Parts without prior inspection of the machine in which the Part is to be installed.

njegovih podizvajalcev in nazaj, krije naročnik.

Prevozno tveganje nosi naročnik. Na zahtevo in stroške naročnika mora dobavitelj poskrbeti za zavarovanje pred škodo pri prevozu iz razlogov tatvine, vloma, požara in podobnega.

V času opravljanja storitev na delovišču dobavitelja ali njegovega podizvajalca ni nobenega zavarovalnega kritja; naročnik je odgovoren vzdrževati zavarovalno kritje za predmet popravila zoper požar, izliv vode, neurje, okvaro strojev in podobno, razen če je zavarovalno kritje takih tveganj izrecno zahteval in plačal naročnik.

Če je v zvezi s sprejemom predmeta popravila nastala zamuda, je dobavitelj upravičen zaračunati naročniku hrambo zadevnega predmeta na svojem delovišču ali delovišču svojega podizvajalca. Dobavitelj je upravičen hraniti predmet popravila na drugačen način. Tveganje in stroške kakršne koli hrambe nosi naročnik.

11. DOBAVA REZERVNIH ALI NADOMESTNIH DELOV Z NAMESTITVIJO ALI BREZ NJE

Naslednje določbe veljajo za vsako dobavo delov, ki niso predmet popravila ali naročila storitve, glede časa dobave, zamud pri dobavi, jamstev in prenosa tveganja:

Naročnik je odgovoren za pravilno specifikacijo dela, ki ga dobavi dobavitelj. Kakršen koli nasvet dobavitelja o primernosti naročenega dela ni zavezujoč in je odgovornost dobavitelja za ta namen izključena, saj dobavitelj sprejema naročila za dobavo delov brez predhodnega pregleda stroja, v katerega se bo del namestil.

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The parties shall agree on the delivery time. The agreed delivery time shall only be binding for the Supplier if all commercial and technical matters have been settled between him and the Customer and the Customer has fulfilled all contractual obligations; otherwise, the delivery time shall be extended accordingly, provided such delay is not attributable to the Supplier.

The Supplier shall only be obliged to adhere to the agreed delivery time, if the Supplier's pre-suppliers deliver the Part in due time. Delivery time shall be deemed met by the Supplier when, prior to the expiry of the deadline, the Part has been shipped from the Supplier or directly from the pre-supplier to the Customer, or the Customer has been notified that the Part is ready for dispatch. In the event of Force Majeure, labour conflicts or other events beyond the Supplier's control, the delivery time shall be extended accordingly. The Supplier shall notify the Customer of the begin and the end of such circumstances as soon as possible.

If the Supplier's failure to deliver the Parts in good time results in a damage to the Customer, the Customer shall grant to the Supplier a grace period of two weeks for the delivery. After the expiry of two weeks, the Customer shall be entitled to demand a lump sum compensation at the amount of 0,5 % for each subsequent completed calendar week, but in total no more than 5 % of the value of the Parts delivered in delay. If the Supplier does not deliver the Parts in good time (including the above mentioned grace period), the Customer may withdraw from the contract, provided, if statutory exceptions do not apply, the Customer has specified after the due date, without result, an additional period for delivery. Upon the Supplier's request, the Customer shall declare whether he will exercise his right to withdraw from the contract. Further claims for delay shall be

Stranki se sporazumeta o dobavnem roku. Dogovorjeni rok dobave je za dobavitelja zavezujoč le, če so bile poravnane vse poslovne in tehnične zadeve med njim in naročnikom ter je naročnik izpolnil vse pogodbene obveznosti; v nasprotnem primeru se dobavni rok ustrezno podaljša, razen če je za takšno zamudo odgovoren dobavitelj.

Dobavitelj se je dolžan držati dogovorjenega dobavnega roka le, če so dobaviteljevi predhodni dobavitelji pravočasno dobavili del. Šteje se, da je dobavitelj rok dobave izpolnil, ko je bil pred iztekom roka del odpremljen od dobavitelja ali neposredno od predhodnega dobavitelja naročniku, ali, ko je bil naročnik obvešččen, da je del pripravljen za odpremo. V primeru višje sile, delovnih sporov ali drugih dogodkov, na katere dobavitelj ne more vplivati, se rok dobave ustrezno podaljša. Dobavitelj čim prej obvesti naročnika o začetku in koncu takih okoliščin.

Če dobavitelj delov ne dostavi naročniku pravočasno in posledično zaradi tega nastane škoda naročniku, naročnik dobavitelju odobrava dvotedenski naknadni rok za dostavo. Po poteku dveh tednov, je naročnik upravičen zahtevati pavšalno odškodnino v višini 0,5 % za vsak nadaljnji dopolnjen koledarski teden, vendar skupno ne več kot 5 % od vrednosti delov, ki so bili dobavljeni z zamudo. Če dobavitelj delov ne dobavi pravočasno (vključno z zgoraj navedenim naknadnim rokom za izpolnitev), lahko naročnik odstopi od pogodbe, če je naročnik po datumu zapadlosti brez uspeha določil dodatni rok za dobavo, razen če veljajo zakonsko določene izjeme. Na zahtevo dobavitelja se naročnik izjavi, ali bo uresničil svojo pravico do odstopa od pogodbe. Nadaljnji zahtevki za zamudo so predmet točke 18.3.

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subject to section 18.3.

The risk of loss or damage will pass to the Customer upon dispatch of the Part. That shall also apply in case of partial delivery or if the Supplier transports the Part to the Customer or bears the costs for the transport.

12. WARRANTY FOR NEW PARTS

If new Parts, upon passing of risk, are defective, the Supplier – at his discretion – shall be obliged to remedy the defect or deliver a new Part free of defect. The Customer shall give written notice of the defect to the Supplier without undue delay. Any part replaced by Parts shall become property of the Supplier.

The Customer shall allow reasonable time for the Supplier to remedy the defect or to deliver a Part free of defects; otherwise, the Supplier's liability shall be excluded.

Any expenses for installation and removal of the Part shall be borne by the Customer, unless the Supplier is liable for such expenses pursuant to section 18.

If the Supplier does not remedy the defect or deliver a new Part free of defect, then, if statutory exceptions do not apply, after a reasonable set period of time, the Customer may reduce the price or, if the defect is not minor, withdraw from the contract. Apart from that, the right to reduce the price shall be disclaimed. Any further liability shall be subject to section 18.3.

The Supplier shall not be liable for unsuitable or improper use, defective assembly, installation or operation of the Customer or third parties, fair wear and tear, negligent handling, improper maintenance, unsuitable operating material, defective structural work, improper foundation, chemical, electro-chemical or electronic influences, provided,

Tveganje za izgubo ali škodo preide na naročnika ob odpremi dela. To velja tudi v primeru delne dobave ali če dobavitelj prevaža del do naročnika ali krije stroške prevoza.

12. JAMSTVO ZA NOVE DELE

Če so novi deli po prenosu tveganja v okvari, mora Dobavitelj – po lastni presoji – odpraviti napako ali dobaviti nov brezhiben del. Naročnik mora nemudoma dobavitelju podati pisno obvestilo o napaki. Kateri koli deli, zamenjani z Deli, postanejo last dobavitelja.

Naročnik dobavitelju zagotovi dovolj časa za odpravo napake ali za dobavo brezhibnega dela; v nasprotnem primeru bo dobaviteljeva odgovornost izključena.

Vse stroške za namestitvev in odstranitvev dela krije naročnik, razen če je za te stroške odgovoren dobavitelj v skladu s točko 18.

Če dobavitelj napake ne odpravi ali ne dobavi novega dela brez napake, lahko naročnik po razumno določenem časovnem obdobju, razen če veljajo zakonsko predvidene izjeme, zniža ceno ali, če ne gre za nezatno napako, odstopi od pogodbe. Razen v tem primeru, se pravica za znižanje cene zavrne. Vsaka nadaljnja odgovornost je predmet točke 18.3.

Dobavitelj ne odgovarja za neprimerno ali nepravilno uporabo, pomanjkljivo montažo, namestitvev ali upravljanje s strani naročnika ali tretjih oseb, normalno obrabo, malomarno ravnanje, neprimerno vzdrževanje, neprimeren delovni material, pomanjkljivo strukturno delo, nepravilno zasnovo, kemične, elektrokemične ali elektronske vplive, pod

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these circumstances are not attributable to the Supplier.

The Supplier shall not be liable if the Customer or a third party modifies or repairs the Part without the Supplier's approval.

Any warranty claims relating to the delivery of new Parts shall become statute-barred within 12 months. This limitation period shall commence after acceptance or operation of the Part by the Customer, but not later than 1 month after delivery.

13. WARRANTY FOR USED PARTS

Unless agreed otherwise, any warranty claims relating to the delivery of used Parts shall become statute-barred within 6 months. This limitation period shall commence after acceptance or operation of the used Part by the Customer, but not later than 1 month after delivery. The foregoing provisions shall not apply in the event of fraudulent concealment of a defect or if an explicit guarantee has been given. Apart from that, the provisions on defective Parts shall remain unaffected.

14. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES

If the use of the Parts is in breach of domestic intellectual property rights of third parties, the Supplier, at his own expense, shall either provide the Customer with the right to use the respective Part or modify the Part to the effect that the infringement of intellectual property rights no longer persists. If that is not possible under reasonable economical conditions or within a reasonable time period, both the Customer and the Supplier shall be entitled to withdraw from the contract. Also, the Supplier shall indemnify and hold the Customer harmless against intellectual property right claims of third parties being acknowledged, undisputed or assessed in a legally binding

pogojem, da teh okoliščin ni mogoče pripisati dobavitelju.

Dobavitelj ne odgovarja, če naročnik ali tretja oseba spremeni ali popravi del brez soglasja dobavitelja.

Vsi jamčevalni zahtevki, povezani z dobavo novih delov zastarajo v 12 mesecih. Zastaralni rok začne teči s sprejemom ali začetkom obratovanja dela s strani naročnika, vendar najkasneje 1 mesec po dobavi.

13. JAMSTVO ZA RABLJENE DELE

Če ni drugače dogovorjeno, vsi jamčevalni zahtevki v zvezi z dobavo rabljenih delov zastarajo v 6 mesecih. Ta zastaralni rok začne teči s sprejemom ali začetkom obratovanja rabljenega dela s strani naročnika, vendar najkasneje 1 mesec po dobavi. Zgoraj navedene določbe se ne uporabijo v primeru goljufivega prikrivanja napake ali če je bilo dano izrecno jamstvo. Razen te ostanejo določbe o delih z napako nespremenjene.

14. KRŠITEV PRAVIC INTELLEKTUALNE LASTNINE TRETJIH OSEB

Če je uporaba delov v nasprotju z domačimi pravicami intelektualne lastnine tretjih oseb, dobavitelj na lastne stroške bodisi zagotovi naročniku pravico do uporabe predmetnega dela bodisi zagotovi spremembo dela v smislu, da kršitev pravic intelektualne lastnine ne obstoji več. Če to ni mogoče pod sprejemljivimi ekonomskimi pogoji ali v razumnem časovnem obdobju, sta tako naročnik kot tudi dobavitelj upravičena do odstopa od pogodbe. Prav tako dobavitelj naročnika obvaruje in mu povrne vso škodo v zvezi z zahtevki intelektualne lastnine tretjih oseb, ki so priznani, nesporni ali ugotovljeni s pravno zavezujočo sodbo. V skladu z

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judgment. Subject to the provisions of section 18, the Supplier's foregoing obligations in the event of an infringement of intellectual property rights shall be conclusive and conditional on the following requirements: that the Customer shall notify the Supplier without undue delay on any intellectual property right claim made, support the Supplier in defending such claims to the extent reasonable and / or enable the Supplier to modify the delivered part to the effect that an infringement of intellectual property rights no longer persists; that the Supplier shall reserve the right to all defence measures in and out of court; that the alleged infringement of third parties' intellectual property rights is not due to an instruction, unauthorized modification or use of the Part contrary to the contract by the Customer.

15. RETENTION OF TITLE

The Supplier retains title to all accessories and Parts until receipt of all payments being due to the respective service or delivery contract. Upon request of the Supplier, the Customer is obliged to sign and notarise its signature on any written contract, agreement, order or similar document, which shall serve as documentary evidence that the requirements for the establishment and enforceability of the retention of title according to art. 520 of the Code of Obligations (*Obligacijski zakonik*) have been fulfilled.

In case of breach of contract by the Customer including, but not limited to, delay in payment, the Supplier shall be entitled to take possession of the item and the Customer shall be obliged to surrender the item. Neither the enforcement of the retention of title nor the attachment of the item by the Supplier shall be deemed as withdrawal from the contract.

The Customer may resale the Part subject to the above retention of title only in the cause of his regular business. For this case, the

določbami točke 18, so predhodne obveznosti dobavitelja v primeru kršitve pravic intelektualne lastnine, dokončne in pogojene z naslednjimi zahtevami: da naročnik nemudoma obvesti dobavitelja o kakršnem koli uveljavljanju zahtevka iz naslova pravic intelektualne lastnine, dobavitelju nudi pomoč pri obrambi pred takimi zahtevki do razumne mere in / ali da omogoči dobavitelju spremeniti dobavljen del tako, da se odpravi kršitev pravic intelektualne lastnine; da si dobavitelj pridržuje pravico do vseh sodnih in izvensodnih obrambnih ukrepov; da do domnevne kršitve pravic intelektualne lastnine tretjih oseb ni prišlo zaradi navodil, nepooblaščenih sprememb ali uporabe dela v nasprotju s pogodbo s strani naročnika.

15. PRIDRŽEK LASTNINSKE PRAVICE

Dobavitelj si pridrži lastninsko pravico na vseh dodatkih in delih do prejema vseh zapadlih plačil za zadevne storitve ali po pogodbi o dobavi. Na zahtevo dobavitelja je naročnik dolžan podpisati in svoj podpis overiti na kakršni koli pisni pogodbi, dogovoru, naročilnici ali podobnem dokumentu, ki služi kot pisno dokazilo, da so bile izpolnjene predpostavke za ustanovitev in izvršljivost pridržka lastninske pravice v skladu s 520. členom Obligacijskega zakonika.

V primeru kršitve pogodbe s strani naročnika, kar vključuje, vendar ni omejeno na zamudo pri plačilu, je dobavitelj upravičen vzeti v posest predmet, naročnik pa mu ga je dolžan prepustiti. Niti uveljavljanje pridržka lastninske pravice niti zadržanje predmeta s strani dobavitelja se ne šteje kot odstop od pogodbe.

Naročnik lahko del, ki je predmet pridržka lastninske pravice, preproda naprej le v sklopu svojega rednega poslovanja. V tem

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Customer hereby assigns all claims arising out of such resale or use for services, irrespective of whether the goods have been processed or not, to the Supplier. Notwithstanding the Supplier's right to claim direct payment, the Customer shall be entitled to receive the payment on the assigned claims. To this end, the Supplier agrees not to demand payment on the assigned claims to the extent the Customer complies with all his obligations for payment and does not become subject to an application for insolvency or to any stay of payment; in these events, however, the Customer shall disclose to the Supplier the assigned claims and the respective debtor and provide the Supplier with all information and documents necessary for debt collection and notify the debtors (third parties) of the assignment.

The Customer shall also assign to the Supplier such claims which arise against third parties from the incorporation or combination of the item into or with real estate or movables.

If the foregoing securities exceed the secured claims by more than 20 %, the Supplier, at his own discretion, shall return to the Customer such securities upon the Customer's request.

Notwithstanding the above, upon the opening of insolvency proceedings over the Customer, the Supplier shall be entitled to withdraw from the contract and take possession of the item.

16. PROCESSING OF REPLACEMENT PARTS

Prices for replacement parts are subject to the Customer transferring to the Supplier the property of an according, repairable used part as replacement. If the used part is not received by the Supplier within 2 weeks after the Customer has received the replacement part from the Supplier, the Supplier shall be entitled to charge the price for a new part. The

primeru naročnik dobavitelju odstopi vse terjatve, ki izhajajo iz takšne preprodaje ali uporabe storitev, ne glede na to ali je bilo blago predelano ali ne. Ne glede na pravico dobavitelja zahtevati neposredno plačilo, je naročnik upravičen prejeti plačilo v zvezi z odstopljenimi terjatvami. V ta namen dobavitelj soglaša, da ne bo zahteval plačila za odstopljene terjatve, v kolikor naročnik izpolnjuje vse svoje plačilne obveznosti in se zoper njega ne vloži predlog za začetek postopka zaradi insolventnosti ali se mu odobri odlog plačila; v takih primerih pa bo naročnik razkril dobavitelju odstopljene terjatve in zadevnega dolžnika in seznanil dobavitelja z vsemi informacijami in dokumenti, ki so potrebni za izterjavo dolgov in o odstopu obvestil dolžnike (tretje osebe).

Naročnik odstopi dobavitelju tudi tiste terjatve do tretjih oseb, ki izvirajo iz vključitve ali pripojitve predmeta k nepremičnini ali premičninam.

Če predhodna zavarovanja za več kot 20 % presegajo zavarovane terjatve, dobavitelj po lastni presoji na zahtevo naročnika vrne naročniku takšna zavarovanja.

Ne glede na zgoraj navedeno je dobavitelj po začetku postopka zaradi insolventnosti nad naročnikom upravičen odstopiti od pogodbe in prevzeti predmet v posest.

16. POSTOPEK Z NADOMESTNIMI DELI

Cene za nadomestne dele veljajo za naročnika, ki prenaša na dobavitelja lastništvo nad ustreznim, popravljivim rabljenim delom kot zamenjavo. Če dobavitelj rabljenega dela ne prejme v roku 2 tednov po tem, ko je naročnik prejel nadomestni del od dobavitelja, je dobavitelj upravičen zaračunati ceno za nov del. Rabljeni del se odpremi na delovišče

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used part shall be shipped to the Supplier's work-site "Carriage Insurance Paid" (CIP Incoterms 2010) or, from abroad, "Delivered Duty Paid" (DDP Incoterms 2010).

If a return delivery note is missing, the used part will be returned unidentified to the Customer. If the Customer refrains from specifying the defect of the returned part, an inspection fee of 50.00 EUR shall be charged.

17. RETURN OF UNUSED SPARE PARTS

17.1 If, in a case where upon placing the order it was not certain as to which spare part is suitable, the Customer has – in explicit prior coordination with the Supplier – ordered several spare parts for the purpose of reducing the time for repairing and servicing, such Customer has the right, with respect of the not required spare parts, to withdraw from the order within 4 weeks. The exercising of such right of withdrawal within the deadline requires the return of the respective spare parts and the receipt of them by the Supplier or any of its affiliates as designated by the Supplier within four weeks of the delivery of these spare parts to the Customer. The return is carried out at the expense and risk of the customer (Carriage Insurance Paid storage place of the Supplier – CIP Incoterms 2020). The Customer compensates the Supplier for any impairment of the returned spare parts (e.g. signs of use as a result of installation or removal).

17.2 The Supplier may charge the Customer with a fee for inspection and restocking of the returned spare parts. Such fee amounts to 10% of the respective spare part, but not more than EUR 175 per a spare part. Redemption of spare parts with a value of less than EUR 65.- per item or position shall be excluded; these spare parts shall not be credited.

dobavitelja "Prevoz in zavarovanje plačano" ("Carriage Insurance Paid – CIP" Incoterms 2010) ali iz tujine, "Namembni kraj" ("Delivered Duty Paid - DDP" Incoterms 2010).

Če manjka dobavnica za vračilo, bo rabljeni del vrnjen naročniku kot neznan. Če naročnik ne opredeli napake vrnjenega dela, se zaračuna nadomestilo za pregled v višini 50,00 EUR.

17. VRAČILO NEUPORABLJENIH REZERVNIH DELOV

17.1 V kolikor ob oddaji naročila ni gotovo, kateri nadomestni del je primeren in kupec - v izrecnem predhodnem dogovoru z dobaviteljem - naroči več nadomestnih delov z namenom skrajšanja časa popravila in servisiranja, ima ta kupec pravico, da v povezavi s nepotrebni rezervnimi deli odstopi od naročila v 4 tednih. Izvajanje te pravice odstopa v določenem roku pomeni vrnitev ustreznih nadomestnih delov in njihovo prejetje s strani dobavitelja ali kateregakoli od njegovih povezanih podjetij, kot ga določi dobavitelj, in sicer v roku štirih tednov od dobave teh nadomestnih delov. Vračilo se izvede na stroške in tveganje kupca (Zavarovanje prevoza Plačljivo skladišče dobavitelja - CIP Incoterms 2020). Kupec dobavitelju poravnava strošek kakršnekoli okvare vrnjenih nadomestnih delov (npr. Znaki uporabe kot posledica namestitve ali odstranitve).

17.2 Dobavitelj lahko kupcu zaračuna pristojbino pregleda in obnovo vrnjenih nadomestnih delov. Takšna pristojbina znaša 10% vrednosti posameznega rezervnega dela, vendar ne več kot 175 EUR na rezervni del. Izključen je odkup nadomestnih delov v vrednosti manj kot 65 EUR na kos ali pozicijo; za te nadomestne dele se ne prizna dobropisa.

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18. SUPPLIER'S LIABILITY AND LIMITATION OF LIABILITY

If the Supplier is responsible for a damage to parts of the serviced item, the Supplier, at his discretion and own costs, shall repair the part or deliver a new part. The Supplier's liability shall be limited to the price agreed for the Services. There shall be no liability for the Supplier for any consequential or indirect damages or losses, in particular but not restricted to loss or interruption of production, loss of profit, loss of use and loss of contracts. Apart from that, section 18.3 shall apply.

In the event that – due to the Supplier's responsibility for omitted or faulty execution of advice given before or after the contract, or breach of other non-fundamental contractual obligations, in particular instructions on the operation and maintenance of the serviced item or delivered Parts – the Customer cannot use the Services or delivered Parts as agreed upon, the following provisions, to the exclusion of any further claims of the Customer, shall apply.

For damages other than to the delivered Parts or the Services themselves, the Supplier – irrespective of the legal ground – shall only be liable in the event of

- a) intent,
- b) gross negligence of the Supplier or his organs or executive staff,
- c) damages to life, body or health,
- d) fraudulent concealment of damages,
- e) an explicit guarantee,
- f) liability according to the Code of Obligations ("Obligacijski zakonik").

18. ODGOVORNOST DOBAVITELJA IN OMEJITEV ODGOVORNOSTI

Če je dobavitelj odgovoren za škodo na delih predmeta popravila, dobavitelj, po lastni presoji in na lastne stroške, popravi del ali dobavi nov del. Odgovornost dobavitelja je omejena na podlagi dogovorjene cene za storitve. Dobavitelj ne odgovarja za posledično ali posredno (refleksno) škodo ali izgube, še zlasti vendar ne omejeno na izpad ali prekinitve proizvodnje, izgubo dobička, nemožnost uporabe in odpoved pogodb. Poleg tega se uporablja točka 18.3.

V primeru, da - zaradi odgovornosti dobavitelja za opustitev ali krivdno nagovarjanje, dano pred ali po pogodbi, ali kršitve drugih nebistvenih pogodbenih obveznosti, zlasti navodil za obratovanje in vzdrževanje predmeta popravila ali dobavljenih delov - naročnik ne more uporabljati storitev ali dobavljenih delov, kot je bilo dogovorjeno, se uporabijo naslednje določbe, z izjemo morebitnih nadaljnjih zahtevkov naročnika.

Za škodo, drugačno od škode v zvezi z dobavljenimi deli ali storitvami, dobavitelj - ne glede na pravno podlago - odgovarja samo v primeru

- a) naklepa,
- b) hude malomarnosti dobavitelja ali njegovih organov ali vodstvenega osebja,
- c) ogrožanja življenja ali zdravja in telesnih poškodb,
- d) goljufivega prikrivanja škode,
- e) izrecnega jamstva,
- f) odgovornosti v skladu z Obligacijskim

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If the Supplier is in breach of fundamental contractual obligations (i.e. obligations, the fulfilment of which is essential for due performance of the contract and on the compliance of which the other party may regularly rely) the Supplier shall also be liable in the event of gross negligence of non-executive staff and slight negligence. In case of slight negligence, the Supplier's liability shall be limited to the typically foreseeable damage. Any further liability shall be disclaimed.

19. STATUTE OF LIMITATIONS

Except for section 13, any claims of the Customer – irrespective of the legal ground – shall become statute-barred within 12 months. With regard to claims for damages pursuant to section 18.3 a) – d) and f), the statutory periods of limitation shall apply. The statutory periods of limitation shall also apply in relation to defects of a building or if the delivered item has been used for a building in accordance with the normal way it is used and has resulted in the defectiveness of the building.

20. APPLICABLE LAW AND JURISDICTION; PERSONAL DATA

The legal relationship between the Supplier and the Customer shall be governed by the laws of the Republic of Slovenia as applicable between domestic parties.

The venue shall be the court with jurisdiction at the Supplier's registered office. However, the Supplier shall also be entitled to take legal action at the Customer's registered office.

The Supplier shall be entitled to save and process the Customer's personal data by means of electronic data processing.

zakonikom.

Če dobavitelj krši temeljne pogodbene obveznosti (t.j. obveznosti, katerih izpolnitev je bistvenega pomena za pravilno izvedbo pogodbe in na pravno skladnost, na katero se lahko druga stranka redno zanaša) je dobavitelj odgovoren tudi v primeru hude malomarnosti osebja, ki ne opravlja vodstvenih funkcij, in manjše malomarnosti. V primeru manjše malomarnosti je odgovornost dobavitelja omejena na običajno predvidljivo škodo. Vsaka nadaljnja odgovornost je izključena.

19. ZASTARALNI ROKI

Z izjemo točke 13 vsi zahtevki naročnika - ne glede na pravno podlago - zastarajo v 12 mesecih. V zvezi z odškodninskimi zahtevki v skladu s točko 18.3 a) - d) in f), se uporabijo zakonski roki za zastaranje. Zakonski roki zastaranja veljajo tudi v zvezi z napakami zgradbe ali, če je bil dobavljen predmet uporabljen za zgradbo, v skladu z običajnim načinom uporabe, vendar je povzročil napako zgradbe.

20. PRAVO IN PRISTOJNOST KI SE UPORABI; OSEBNI PODATKI

Pravno razmerje med dobaviteljem in naročnikom ureja zakonodaja Republike Slovenije, ki velja med domačimi strankami.

Krajevno je pristojno sodišče na sedežu dobavitelja. Vendar pa je dobavitelj upravičen vlagati pravna sredstva tudi na sedežu naročnika.

Dobavitelj je upravičen shraniti in obdelati osebne podatke naročnika s pomočjo elektronske obdelave podatkov.