

SPLOŠNI POGOJI POSLOVANJA

1. SPLOŠNE DOLOČBE

Če pogodbeni stranki pisno ne določita drugače, veljajo ti Splošni pogoji poslovanja (v nadaljevanju: SPP) podjetja Gabrijel Aluminium d.o.o., Pod jelšami 7, SI-1290 Grosuplje, SLOVENIJA (v nadaljevanju: prodajalec) za vse posle, ki jih prodajalec sklepa s kupci ali odjemalci (v nadaljevanju: Kupec).

Ponudba prodajalca nadomešča SPP. Vsako drugo morebitno odstopanje od teh SPP je veljavno le, če je pisno potrjeno s strani prodajalca. Tako morebitno odstopanje od teh splošnih pogojev ima enkratno veljavnost in ne vpliva na veljavnost preostalih določil teh SPP.

Kupec s sprejemom ponudbe ali sklenitvijo pogodbe ali vsakokratno oddajo naročila potrjuje, da sprejema in se popolnoma strinja s temi SPP.

SPP veljajo za vse primere prodaje in distribucije blaga ter storitev, ki se nanašajo na proizvodni program prodajalca. Program vključuje izdelke, navedene v prodanih cenikih in drugih komercialnih dokumentih prodajalca.

2. NAROČILA IN CENE

Vsa naročila morajo biti izdana v pisni obliki, in sicer po pošti, faksu ali elektronsko.

Naročilo kupca je veljavno, če vsebuje podatke, ki so potrebni za pravilno in nemoteno obdelavo naročila s strani prodajalca in mora vsebovati najmanj naslednje:

- naslov naročnika, prejemnika in plačnika blaga
- razvrstitev in količino naročenega blaga.

Naročilo kupca postane za prodajalca zavezujoče, ko prodajalec pisno potrdi dostavo naročila.

Potrditev naročila mora vsebovati naslednje:

- razvrstitev in količino naročenega blaga,
- dobavni rok z določitvijo datuma ali pripadajoče številke tedna v posameznem letu,
- naveden cilj s točnim naslovom (ulica, številka, kraj),
- način odpreme in prevoza,
- dogovorjeni plačilni pogoji.

Če se kupec in prodajalec dogovorita za sukcesivno dostavo blaga, je kupec dolžan individualno naročeno količino prevzeti najmanj v 5 delovnih dneh po obvestilu, da je blago pripravljeno za prevzem.

GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS

If the contract parties do not specify otherwise in writing, these general terms and conditions (hereinafter: GTC) of the Gabrijel Aluminium d.o.o., Pod jelšami 7, SI-1290 Grosuplje, SLOVENIA (hereinafter: Seller) are applied to all transactions that the Seller makes with Buyers or customers (hereinafter: Buyer).

Seller's offer supersedes the GTC. Every other potential deviation from these GTC is valid only if it is confirmed in writing by the Seller. Such potential deviation from these GTC has a one-time validity and does not affect on the validity of the remaining provisions of these GTC.

By accepting the offer or concluding the contract or by every contract award, the Buyer confirms the acceptance and total agreement to these GTC.

GTC apply to all cases of sales and distribution of goods and services, which pertain to the Seller's sales program. The program includes products, outlined on pricelists and other commercial documents of the Seller.

2. ORDERS AND PRICES

All orders have to be issued in writing, i.e. either via mail, fax or electronically.

An order of the Buyer is valid if it includes information, which is required for the correct and smooth processing of the order by the Seller and should at least contain the following:

- address of the customer, recipient and payer of goods
- classification and quantity of the ordered goods.

The Buyer's order becomes binding for the Seller, when the Seller confirms order delivery in writing.

Order confirmation must include the following:

- classification and quantity of the ordered goods,
- delivery period by defining the date or the corresponding week number within a specific year,
- stated destination with exact address (street, number, place),
- mode of dispatch and transportation,
- agreed payment conditions.

If the Buyer and the Seller agree to a successive delivery of goods, then the Buyer is obliged to collect the individually ordered quantity at least within the 5 working days after being informed that the goods are ready for collection.

3. CENE

Cene navedene v ponudbi, naročilu in potrditvi naročila so zgolj informativne narave in veljajo v trenutku oddaje ponudbe. Natančna cena bo navedena ob dobavi in temelji na prodajalčevem ceniku, ki se ažurira in pošilja kupcu četrletno. Možna sprememba cenika je v primeru več kot 5% spremembe LME, billet-a, transportnih, procesnih stroškov in drugih relevantnih stroškov.

4. KOLIČINA IN KAKOVOST

Minimalne količine za naročila izdelkov so navedene v ponudbi in veljajo za navedene minimalne cene (MOQ). V primeru naročil izven MOQ je cena dvojna.

Prodajalec si pridržuje pravico do fleksibilnosti dobav v obsegu +/-15% naročenih količin.

Če ni navedeno drugače, so izdelki dobavljeni v skladu s standardom ISO2768-m.

5. STROŠKI PREVOZA

Če ni drugače navedeno, je blago ponujeno po ceni EXW Grosuplje.

Kupec lahko blago prevzame sam ali pa mu prodajalec ponudi prevoz. V tem primeru se transportni stroški lahko prištejejo posebej na računu ali vračunajo v ceno izdelkov.

V primeru izvoza iz Slovenije se uporablja cenovna osnova EXW Grosuplje. Stroški špedicije bremenijo kupca in se prištejejo posebej k računu ali so vračunani v ceno izdelkov.

6. REKLAMACIJE

Kupec mora vsak paket dobavljenega blaga preveriti takoj po prejemu. Očitne pomanjkljivosti (vključno s poškodbami zaradi transporta), nepopolnost ali druga odstopanja od potrjenega naročila je potrebno reklamirati takoj, najkasneje pa v 8 dneh po prispetju blaga na naslov za dostavo in to pisno do z navedbo pomanjkljivosti blaga, manjkajoče količine ali drugih odstopanj skupaj s številko dobavnice in računa.

Kupec mora skrite napake reklamirati takoj, ko jih opazi. Prodajalec ne odgovarja za skrite napake, ki so opažene več kot šest (6) mesecev po dnevu dobave.

Za blago, ki je bilo osebno prevzeto v skladišču prodajalca, ni možna količinska reklamacija.

3. PRICES

Prices stated in the offer, order and order confirmation are only informative and valid at the time of the offer. The exact price will be stated at the time of delivery and is based on Seller's pricelist which is updated and sent to Buyer quarterly. Possible changes in pricelist is in case of more than 5% change in LME, billet, transport, process costs and other relevant costs.

4. QUANTITY AND QUALITY

Minimum quantities for orders of products are stated in the offer and are valid for stated MOQs. In case of orders outside of MOQs the price is double.

The Seller reserves the right for flexibility of deliveries in range of +/-15% of ordered quantities.

If not otherwise specified the products are supplied in accordance with standard ISO2768-m.

5. TRANSPORT COSTS

If not otherwise specified the goods are offered on EXW Grosuplje price basis.

The Buyer can collect the goods himself or can be offered transport by the Seller. In this case, transport costs can be added separately on the invoice or calculated in the price of products.

In case of an export from Slovenia EXW Grosuplje price basis is used. Forwarding costs are charged to the Buyer and added separately to the invoice or calculated in the price of products.

6. COMPLAINTS

The Buyer has to check every package of the delivered goods immediately upon its receipt. Obvious shortcomings (including damage as a result of transport), imperfection or other deviations from the confirmed order have to be claimed immediately and not later than 8 days after the arrival of the goods to the delivery address and this has to be done in writing by stating the shortcomings of the goods, missing quantity or other deviations along with the delivery note and invoice number.

The Buyer has to claim the hidden defects as soon as he notices them. The Seller is not responsible for hidden defects, which are noticed more than six (6) months after the delivery date.

No quantity complaints are allowed for the goods, which were collected in person in the Seller's warehouse.

Vsaka transportna enota izdelka (paleta) ima na vidnem mestu prikazane svoje identifikacijske podatke. Kupec je dolžan na pisni reklamaciji navesti identifikacijske podatke blaga ter številko dobavnice in številko računa, ki se nanaša na predmetno dobavo. Kupec je dolžan priložiti tudi vzorec (fotografije so sprejemljive, če jih potrdi oddelek za kakovost prodajalca) reklamiranega izdelka in mora tudi podrobno opisati napako.

Kupec je do reklamacije upravičen le, če ravna v skladu z navodili za shranjevanje, ki jih je določil prodajalec.

Razume se, da se je kupec odpovedal vsem garancijskim zahtevkom pod pogojem, da je izdelke, pri katerih je uveljavljal napake, uporabil za nadaljnjo obdelavo oz. jih je obdelal le delno.

7. PLAČILA

Kupec je dolžan plačati znesek računa v roku, navedenem na računu prodajalca. Plačilo se šteje za zaključeno šele, ko je denar (kupnina) nakazan na račun prodajalca.

Če ni drugače dogovorjeno, je plačilni rok za izdelke neto 30 dni.

Kupec lahko račun zavrne v roku osmih (8) dni od prejema. Zavrnitev računa mora kupec pisno utemeljiti.

V primeru zamude pri plačilu si prodajalec pridržuje pravico zaračunati zakonske obresti in morebitne stroške, nastale v zvezi z opominjanjem in izterjavo.

Če se plačilna sposobnost kupca bistveno poslabša ali ne more zagotoviti zadostnega zavarovanja plačila, vse obstoječe terjatve zapadejo takoj v plačilo.

V primeru zamude pri plačilu s strani kupca ima prodajalec pravico nemudoma ustaviti vse nadaljnje dobave in vse dobave, povezane s trenutnim ali drugim poslovnim odnosom s kupcem, ter zahtevati dodatno zavarovanje za preostanek dobave skupaj z odškodnino za vso škodo, povzročeno prodajalcu. Poleg tega ima prodajalec pravico zavrniti nova naročila kupca ali zavrniti dostavo kupcu do zahtevanega plačila.

8. PRIDRŽEK LASTNINE

Prodajalec si pridržuje lastninsko pravico na dostavljenem blagu do celotnega plačila kupnine, vključno z obrestmi in drugimi stroški. Prodajalec ima pravico zahtevati izročitev blaga, na katerem

Every transport unit of product (palette) has its own identification data displayed in a prominent place. The Buyer is obliged to state the identification data of the goods on the written complaint along with the number of the delivery note and the invoice number pertaining to the delivery in question. The Buyer is obliged to attach as well the sample (photos are acceptable if confirmed by Sellers Quality department) of the claimed product and must also describe the defect in details.

The Buyer is only eligible to the complaint providing that he acts in accordance with the storage instructions as outlined by the Seller.

It is understood that the Buyer has waived all guarantee claims providing he has used the products, where he has claimed defects, for further processing or has only processed them in part.

7. PAYMENTS

The Buyer is obliged to pay the invoice amount within the period indicated on the Seller's invoice. The payment is only considered complete when the money (purchase price) is transferred to the Seller's account.

If not otherwise agreed payment term for the products is 30 days net.

The Buyer can reject the invoice with the period of eight (8) days since the receipt. Rejection of invoice has to be justified in writing by the Buyer.

In the event of payment delay, the Seller reserves the right to charge statutory interest and any costs incurred in connection with the reminder and recovery.

If the Buyer's solvency deteriorates significantly or he cannot provide sufficient payment security, all existing receivables fall due for immediate payment.

In the event of late payment by the Buyer, the Seller has the right to immediately stop all further deliveries and all deliveries related to the current or other commercial relationship with the Buyer and request additional insurance for the rest of the delivery along with the compensation for all damages caused to the Seller. Additionally, the Seller has the right to reject new orders from the Buyer or refuse delivery to the Buyer until the required payment.

8. RESERVATION OF OWNERSHIP

The Seller reserves the right of ownership over the delivered goods until full payment of the purchase price, including interest and other costs. The Seller has the right to demand the delivery of goods on



obstaja lastninski pridržek, če kupec ne plača kupnine v celoti.

9. VAROVANJE POSLOVNE SKRIVNOSTI

Prodajalec in kupec se strinjata, da bosta vse podatke, ki izhajajo iz pogodbenega dokumentacije in druge podatke, ki izhajajo iz pogodbenega razmerja, hranila kot poslovno skrivnost še najmanj 5 let po izteku ali prenehanju pogodbenega razmerja.

Nobena stranka ne sme razkriti podatkov iz prejšnjega odstavka ali jih uporabiti za namene, ki niso neposredno povezani z uresničevanjem pravic in obveznosti iz pogodbe, brez predhodnega pisnega soglasja druge stranke.

10. ZAKLJUČEK PROIZVODNJE

V primeru projektov z daljšo življenjsko dobo od 1 leta, za katere se material kupuje občasno, mora kupec obvestiti prodajalca o EOP (koncu proizvodnje) vsaj 12 mesecev pred zaključkom projekta.

Prodajalec in kupec se bosta pred zaključkom projektov dogovorila o stroških preostalega materiala, polizdelkov in končnih izdelkov.

11. VIŠJA SILA

Prodajalec ne odgovarja za delno izpolnitev ali neizpolnitev svojih obveznosti, če je ta posledica dogodkov, ki se jim prodajalec ni mogel izogniti, preprečiti ali odpraviti (višja sila). Višja sila pomeni dogodke, kot so: požar, poplave, potresi, nemiri, epidemije, vojna, izpad električne energije, nedelovanje interneta, stavke ali druge prekinitve, zaradi upravnih ali drugih upravnih omejitev ali prepovedi, kot so embargo, zaplemba, omejitve o finančnem poslovanju, transportnih omejitvah, pomanjkanju materiala na svetovnem trgu, zmanjšanju dobave energije in drugih od volje prodajalca neodvisnih ovirah. Za višjo silo se šteje tudi pomanjkanje materiala ali storitev pri dobaviteljih ali podjetjih prodajalca, ki jih prodajalec vključuje v izpolnjevanje svojih pogodbenih obveznosti, ter njihove zamude pri dobavi blaga ali storitev prodajalcu.

Če je izpolnitev obveznosti prodajalca nemogoča zaradi razlogov iz prejšnjega odstavka, je dolžan o tem nemudoma obvestiti kupca. V tem primeru se rok za dokončanje podaljša za čas trajanja razlogov višje sile in njenih posledic. Če višja sila traja več kot 3 mesece, lahko kupec ali prodajalec takoj odstopi od pogodbe brez odškodnine ali podobnega nadomestila.

which there is a reservation of title if the Buyer does not pay the purchase price in its entirety.

9. PROTECTION OF BUSINESS SECRETS

The Seller and the Buyer agree that they will keep all data arising from the contract documentation and other data arising from the contractual relationship as a business secret for at least 5 years after the expiration or termination of the contractual relationship.

Neither party may disclose the information referred to in the preceding paragraph or use it for any purpose not directly related to the exercise of the rights and obligations under the contract without the prior written consent of the other party.

10. END OF PRODUCTION

In case of projects with longer durability than 1 year for which the material is bought periodically, the Buyer must inform the seller about EOP (end of production) at least 12 months in before project is closed.

Seller and Buyer will make an agreement on obsolete cost of remaining material and semi-finished products before projects closing.

11. FORCE MAJEURE

The Seller is not liable for the partial fulfillment or non-fulfillment of his obligations, if this is the result of events that the Seller could not avoid, prevent or eliminate (force majeure). Force majeure means events such as: fire, floods, earthquakes, riots, epidemics, war, power outages, non-operation of the internet, strikes or other interruptions, due to administrative or other administrative restrictions or prohibitions such as embargo, confiscation, restrictions on financial operations, restrictions on transport, lack of material on the world market, reductions in energy supply and other obstacles independent of the will of the Seller. A force majeure is also considered to be a lack of material or services at the Seller's suppliers or companies that the Seller includes in fulfilling its contractual obligations, as well as their delays in the delivery of goods or services to the Seller.

If the fulfillment of the Seller's obligations is impossible due to the reasons referred to in the previous paragraph, he is obliged to inform the Buyer immediately. In this case, the time limit for completion shall be extended for the duration of the reasons for force majeure and its consequences. If force majeure lasts for more than 3 months, the Buyer or Seller may immediately withdraw from the contract without compensation or similar compensation.

12. KONČNE DOLOČBE

SPP so objavljeni na spletni strani prodajalca www.gabrijel.com.

Za medsebojna razmerja, ki niso urejena s temi SPP, se uporabljajo določila Obligacijskega zakonika in drugih veljavnih predpisov.

Za razlago in presojo vseh določb teh SPP, kakor tudi za urejanje razmerij iz vseh pravnih poslov, ki iz njih izhajajo, se uporablja pravo Republike Slovenije.

Prodajalec in kupec si bosta prizadevala morebitne spore rešiti sporazumno. V primeru, da sporazumna rešitev spora ne bo mogoča, je za reševanje spora pristojno stvarno pristojno sodišče v Ljubljani.

SPP so napisani v slovenskem in angleškem jeziku, v primeru neskladnosti pa prevlada slovenska različica. SPP začnejo veljati 1. januarja 2023.

12. FINAL PROVISIONS

GTC are published on the Seller's website www.gabrijel.com.

The provisions of the Code of Obligations and other applicable regulations apply to mutual relations that are not regulated by these GTC.

The law of the Republic of Slovenia shall be used for the interpretation and assessment of all provisions of these GTC, as well as for the regulation of relationships arising from all legal transactions arising from them.

The Seller and the Buyer will strive to resolve any disputes amicably. In the event that an agreement to resolve the dispute is not possible, the court with substantive jurisdiction in Ljubljana shall have jurisdiction to resolve the dispute.

These GTC are written in Slovenian and English language and in case of discrepancies Slovenian version prevails. These GTC become valid on January 1st, 2023.