

SPLOŠNI PRODAJNI POGOJI v02/09_2008**I. VELJAVNOST**

Splošni pogoji prodaje so sestavni del prodajnih poslov, v kolikor kupec izrecno s pisno izjavo ni zavrnil njihove uporabe. Vsaka sprememba ali odstopanje od splošnih pogojev prodaje veljajo za Acroni in hčerinske družbe.

II. CENE IN PLAČILNI POGOJI

Za posamični prodajni posel veljajo cene, navedene na potrditvi naročila. Acroni si pridržuje pravico do spremembe cen v primeru, da se nabavne cene vhodnih materialov zvišajo za 10% ali več (od dneva potrditve naročila do dneva dogovorjene dobave blaga). Obveznost zapade v plačilo v rokih, določenih na izstavljenih fakturah. Za nepravočasno plačilo si Acroni pridržuje pravico zaračunati zakonite zamudne obresti, od dneva zamude dalje do plačila.

III. DOBAVA BLAGA

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

IV. PRIDRŽEK LASTNINSKE PRAVICE

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

V. JAMČEVANJE ZA NAPAKE

Kupec je dolžan očitne napake blaga grajati takoj ob prevzemu, skrite napake pa najkasneje v roku 8 dni od dneva, ko so bile odkrite, sicer izgubi pravico iz naslova jamčevanja. Prodajalec ne jamči za napake blaga, če je bilo uporabljeno za namene, ki mu niso bili znani ob sklenitvi pogodbe. Prodajalec ne jamči za skrite ali očitne napake blaga po preteku 6 mesecev od dneva dobave. Kupec ima v primeru upravičene reklamacije pravico zahtevati znižanje cene, popravilo blaga ali nadomestno dobavo blaga.

VI. ODGOVORNOST

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

VII. SODNA PRISTOJNOST

Vsi spori se presojujejo v skladu s slovenskim materialnim pravom. Pristojno je Okrožno sodišče v Kranju

GENERAL CONDITIONS OF SALE v02/09 2008**I. VALIDITY**

General conditions of sales are an integral part of sales transactions, except in cases where the buyer rejects application thereof by an explicit declaration in writing. Each amendment or derogation from general conditions of sales shall be agreed in writing. General conditions of sale shall apply to Acroni and its subsidiaries.

II. PRICES AND TERMS OF PAYMENT

The prices, indicated on the order confirmation shall apply to an individual sales transaction. Acroni shall reserve the right to change the price in case when the purchase price of input materials increase by 10 % or more (from the date of the order confirmation to the date of the agreed delivery of goods). Payment shall fall due on the dates, indicated on the issued invoices. In case of delayed payment Acroni shall reserve the right to charge interest (3 monthly EURIBOR + 6%), from the date of the delay to the payment.

III. DELIVERY OF GOODS

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

IV. RESERVATION OF TITLE

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

V. WARRANTY FOR DEFECTS

Buyer shall notify obvious defects immediately upon taking over the goods, and hidden defects within 8 days from the day they were discovered. Failing to do so, the buyers shall not be entitled to the warranty rights anymore. Acroni shall not warrant for the defects of goods if they were used for the purposes not known at the time when the contract was concluded. The Acroni shall not warrant for hidden or obvious defects of the goods after six months of the date of delivery. In case of justified complaint the buyer shall have the right to demand the price to be decreased, the goods to be repaired or replaced.

VI. LIABILITY

Acroni warrants that the delivered goods shall have no defects and comply with the specification on the order and order confirmation. In case of non-compliance from the agreed quantity or quality Acroni shall undertake to replace or repair the defective goods. Acroni shall not be in any case held liable for the damages due to the loss of production, loss of profit or loss of business interest. Acroni's liability is limited to the amount of individual sales transaction under claim.

VII. LEGAL JURISDICTION

All disputes shall be dealt with in accordance with Slovenian substantive law. District Court in Kranj shall be the competent court.