

SPLOŠNI PRODAJNI POGOJI v03/11_2025

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 SIJ Acroni in hčerinske družbe.

II. CENE IN PLAČILNI POGOJI

Za posamični prodajni posel veljajo cene, navedene na potrditvi naročila. SIJ 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 SIJ Acroni pridržuje pravico zaračunati zakonite zamudne obresti, od dneva zamude dalje do plačila.

III. DOBAVA BLAGA

Okvirni dobavni rok je naveden na potrditvi naročila. SIJ 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, našteti v prejšnjem stavku, trajajo več kot 3 mesece, si SIJ Acroni pridržuje pravico brez stroškov odstopiti od pogodbe. Kupec je dolžan blago prevzeti na odpremni 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. SIJ Acroni si izrecno pridržuje pravico do delnih izpolnitev naročila.

IV. PRIDRŽEK LASTNINSKE PRAVICE

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

SIJ 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. SIJ Acroni ne odgovarja za škodo zaradi izgube proizvodnje, izgube dobička, izgube poslovnega interesa. V vsakem primeru je odgovornost omejena do višine vrednosti reklamiranega blaga.

GENERAL CONDITIONS OF SALE v03/11_2025

I. VALIDITY

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

II. PRICES AND TERMS OF PAYMENT

The prices, indicated on the order confirmation, shall apply to an individual sales transaction. SIJ Acroni shall reserve the right to change the price in case the purchase price of input materials increases 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, SIJ 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, production standstills, machine breakdowns, or other extraordinary events, SIJ Acroni shall reserve the right to extend delivery times for a period 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 individual delivery for more than 3 months, SIJ Acroni has the right to terminate the agreement, with no costs to be borne by SIJ Acroni. Buyer shall be obliged to take the delivery of goods in the dispatch warehouse 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 so, he shall pay the warehousing costs in the amount of 0.1 % of the value of the goods in EUR/per day of delay. SIJ Acroni explicitly reserves the right to partial fulfilment of orders.

IV. RESERVATION OF TITLE

The delivered goods shall remain the property of SIJ Acroni until it has been paid in full. In the event of conversion, after-treatment, joining, or mixing, the corresponding co-ownership share of the new item shall remain the property of SIJ Acroni until the payment is made in full. In the event of resale, the buyer of the goods shall assign in advance all receivables arising from the resale to SIJ Acroni until payment is 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 no longer be entitled to their warranty rights. SIJ Acroni shall not warrant for the defects of goods if they were used for purposes not known at the time when the contract was concluded. SIJ Acroni shall not warrant for hidden or obvious defects of the goods after six months of the date of delivery. In the event of a justified complaint, the buyer shall have the right to demand a reduction in the price and the repair or replacement of the goods.

VI. LIABILITY

SIJ Acroni warrants that the delivered goods shall have no defects and shall comply with the specification set forth in the order and the order confirmation. In case of non-compliance with the agreed quantity or quality, SIJ Acroni shall undertake to replace or repair the defective goods. SIJ 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. SIJ Acroni's liability is limited to the amount of individual sales transactions under claim.

VII. SODNA PRISTOJNOST

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

VIII. CARINE IN DAJATVE

Kupec izključno odgovarja za plačilo carin in dajatev, povezanih z uvozom blaga v Združene države Amerike ali katero koli drugo državo. Prodajalec izrecno izključuje vsakršno jamstvo glede uvoza brez carin in dajatev ter vseh s tem povezanih stroškov.

Kupec je dolžan nemudoma, najpozneje pa v roku desetih (10) koledarskih dni od prejema računa prodajalca s priloženimi dokazili o plačilu carinskim organom ZDA ali carinskim organom druge države, prodajalcu povrniti vse plačane carine in druge primerljive dajatve. To velja tudi v primerih, ko je bilo blago ob prihodu sproščeno v prost promet brez carin ali dajatev, carinski organ pa naknadno zahteva doplačilo ali plačilo neplačane oziroma pre nizko plačane dajatve, ne glede na razlog za takšno zahtevo carinskega organa.

VII. LEGAL JURISDICTION

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

VIII. TARIFFS AND DUTIES

The Buyer shall be solely responsible for the payment of the tariffs and duties associated with the import of the Goods to the United States, or another country, as the case may be. The Seller hereby expressly excludes any guarantee of tariff/duties-free importation and all associated costs. The Buyer shall promptly, but not later than 10 calendar days from the date it receives an invoice from the Seller with information on payment by the Seller to U.S. customs office or another country's customs office for Goods, reimburse the Seller for all tariffs and other similar fees, including in cases where the Goods were cleared by a customs office with no duty or tariff on their arrival, but later the customs office claimed an unpaid or underpaid duty, irrespective of the reason for such demand from the customs office.