STROJI RAVNE SERVIS d.o.o.
Preški Vrh 26
2390 Ravne na Koroškem
Slovenija

SPLOŠNI NABAVNI POGOJI / GENERAL PURCHASING TERMS AND CONDITIONS

1. VELJAVNOST
1. VALIDITY

1.1 Splošni nabavni pogoji urejajo pravna razmerja med družbo Stroji Ravne servis d.o.o. (v nadaljevanju: Naročnik) in dobaviteljem proizvodov ali storitev (v nadaljevanju: Dobavitelj) ter so sestavni del nabavnih poslov.

1.1 These General Purchasing Terms and Conditions govern the legal relationship between Stroji Ravne servis d.o.o. (hereinafter: the Buyer) and the supplier of products or services (hereinafter: the Supplier) and form an integral part of purchasing transactions.

1.2 Ti splošni nabavni pogoji veljajo za vse nabavne pogodbe, naročila, dobave in storitve, razen če se stranki izrecno pisno dogovorita drugače.

1.2 These General Purchasing Terms and Conditions apply to all purchase contracts, purchase orders, deliveries and services unless the parties expressly agree otherwise in writing.

1.3 Splošni nabavni pogoji Naročnika prevladujejo nad vsemi splošnimi pogoji Dobavitelja, razen če se stranki pisno dogovorita drugače.

1.3 The Buyer's General Purchasing Terms and Conditions shall prevail over any general terms and conditions of the Supplier unless the parties expressly agree otherwise in writing.

1.4 Za pisni dogovor se štejejo tudi sporočila, poslana po elektronski pošti ali z drugimi ustreznimi sredstvi elektronske komunikacije.

1.4 Written agreement also includes communication by e-mail or other appropriate means of electronic communication.

1.5 Ti splošni nabavni pogoji veljajo do preklica oziroma do objave njihove spremembe ali nadomestitve s strani Naročnika.

1.5 These General Purchasing Terms and Conditions remain valid until revoked, amended or replaced by the Buyer.

2. NAROČILA IN POGODBE
2. ORDERS AND CONTRACTS

2.1 Naročilo je veljavno šele, ko ga Dobavitelj pisno potrdi.

2.1 A purchase order becomes binding only after it has been confirmed in writing by the Supplier.

2.2 Vse spremembe ali dopolnitve naročila so veljavne le, če jih Naročnik pisno potrdi.

2.2 Any changes or amendments to the purchase order are valid only if confirmed in writing by the Buyer.

2.3 Dokumentacija, ki jo zagotovi Naročnik, ostaja njegova last in se šteje za poslovno skrivnost.

2.3 All documentation provided by the Buyer remains the Buyer's property and shall be treated as confidential information.

2.4 Dobavitelj je dolžan preveriti naročilo in morebitna neskladja, nejasnosti ali pomanjkljivosti nemudoma pisno sporočiti Naročniku.

2.4 The Supplier shall review the purchase order and immediately notify the Buyer in writing of any discrepancies, ambiguities or omissions.

3. CENE IN PLAČILNI POGOJI

3. PRICES AND PAYMENT TERMS

3.1 Dogovorjene cene so neto cene.

3.1 Agreed prices are net prices.

3.2 Dogovorjene cene so fiksne in jih Dobavitelj ne sme enostransko spreminjati.

3.2 Agreed prices are fixed and may not be changed unilaterally by the Supplier.

3.3 Cene vključujejo vse stroške (embalažo, transport, zavarovanje, carine, davke in druge dodatne stroške), ki lahko nastanejo v zvezi z izvedbo naročila, razen če je v naročilu izrecno dogovorjeno drugače.

3.3 Prices include all costs associated with performance of the purchase order, including packaging, transport, insurance, customs duties, taxes and other additional costs, unless expressly agreed otherwise in the purchase order.

3.4 Plačilni rok je 60 dni od prejema pravilno izstavljenega računa, razen če je dogovorjeno drugače.

3.4 The standard payment term is 60 days from receipt of a correctly issued invoice, unless otherwise agreed.

3.5 Računi morajo vsebovati številko naročila in biti poslani na naslov info@strojiravne.com.

3.5 *Invoices must state the Buyer's purchase order number and be sent to info@strojiravne.com.*

3.6 V primeru zamude pri dobavi ali drugega neskladja ima Naročnik pravico zadržati plačilo do odprave nepravilnosti.

3.6 In the event of delayed delivery or other non-conformity, the Buyer may withhold payment until the issue has been remedied.

4. DOBAVA

4. DELIVERY

4.1 Če ni drugače navedeno, se nabava blaga izvaja po klavzuli DDP Stroji Ravne servis d.o.o., Gmajna 55, 2380 Slovenj Gradec, Slovenija.

4.2 Unless otherwise stated, purchases of goods are made DDP Stroji Ravne servis d.o.o., Gmajna 55, 2380 Slovenj Gradec, Slovenija.

4.3 Dobavni rok je bistvena sestavina pogodbe.

4.1 *The delivery deadline is an essential term of the contract.*

4.4 Če Dobavitelj predvideva zamudo, mora o tem nemudoma pisno obvestiti Naročnika ter navesti razloge in nov predvideni dobavni rok.

4.2 If the Supplier anticipates a delay, it shall immediately notify the Buyer in writing, stating the reasons and the revised expected delivery date.

4.5 V primeru zamude ima Naročnik pravico zahtevati pogodbeno kazen v višini do 5 % vrednosti naročila za vsak izpolnjen koledarski teden zamude ali odstopiti od pogodbe brez odškodninske odgovornosti.

4.3 In the event of delay, the Buyer may claim a contractual penalty of up to 5% of the purchase order value for each completed calendar week of delay or terminate the contract without liability for damages.

4.6 Delne dobave so dovoljene samo s predhodnim pisnim soglasjem Naročnika.

4.4 Partial deliveries are permitted only with the Buyer's prior written consent.

5. ODGOVORNOST
5. LIABILITY

5.1 Dobavitelj jamči, da je dobavljeno blago brez napak in skladno s specifikacijo v naročilu in potrditvi naročila. V primeru odstopanja od dogovorjene količine ali kakovosti se Dobavitelj zaveže reklamirano blago nadomestiti ali popraviti.

5.1 The Supplier warrants that the goods supplied are free from defects and comply with the specifications set out in the purchase order and order confirmation. In the event of any deviation from the agreed quantity or quality, the Supplier shall replace or repair the non-conforming goods.

5.2 Dobavitelj odgovarja za škodo, ki jo povzroči Naročniku zaradi napake, zamude ali neizpolnitve pogodbe.

5.2 The Supplier shall be liable for damage caused to the Buyer due to defects, delay or failure to perform its contractual obligations.

5.3 Dobavitelj mora imeti veljavno zavarovanje odgovornosti za škodo, ki lahko nastane Naročniku ali tretjim osebam.

5.3 The Supplier shall maintain valid liability insurance covering potential damage to the Buyer or third parties.

6. VIŠJA SILA
6. FORCE MAJEURE

6.1 Nobena stranka ne odgovarja za neizpolnitev obveznosti, če je ta posledica višje sile.

6.1 Neither party shall be liable for failure to perform its obligations where such failure results from force majeure.

6.2 Prizadeta stranka mora o nastanku višje sile nemudoma pisno obvestiti drugo stranko.

6.2 The affected party shall immediately notify the other party in writing of the occurrence of such event.

7. GARANCIJA IN JAMSTVO ZA NAPAKE
7. WARRANTY AND DEFECT LIABILITY

7.1 Dobavitelj jamči brezhibnost dobavljenega blaga in storitev najmanj 12 mesecev od prevzema.

7.1 The Supplier warrants the proper functioning and defect-free condition of the goods and services for at least 12 months from acceptance.

7.2 V garancijskem roku mora Dobavitelj brezplačno odpraviti napako oziroma popraviti ali zamenjati okvarjeni del.

7.2 During the warranty period, the Supplier shall remedy defects and repair or replace defective items free of charge.

7.3 Stroški demontaže, montaže, prevoza in testiranja bremenijo Dobavitelja. Če je treba reklamirani del zamenjati pri končnem kupcu Naročnika, tudi v tujini, je to odgovornost Dobavitelja.

7.3 All costs of disassembly, assembly, transport and testing shall be borne by the Supplier. If a claimed part must be replaced at the Buyer's end customer's site, including abroad, this shall be the Supplier's responsibility.

8. KAKOVOST IN PREVZEM
8. QUALITY AND ACCEPTANCE

8.1 Dobavljeno blago mora ustrezati tehničnim zahtevam in standardom, določenim v naročilu.

8.1 The delivered goods shall comply with all technical requirements and standards specified in the purchase order.

8.2 Dobavitelj jamči, da so vsi izdelki in storitve brez napak ter skladni s specifikacijami in veljavnimi predpisi.

8.2 The Supplier warrants that all products and services are free from defects and comply with the specifications and applicable regulations.

8.3 Naročnik ima pravico pregledati dobavljeno blago in zavrniti vse, kar ne ustreza dogovorjenim zahtevam.

8.3 The Buyer has the right to inspect the delivered goods and reject any items that do not comply with the agreed requirements.

8.4 Skrite napake mora Dobavitelj odpraviti na lastne stroške v dogovorjenem roku.

8.4 Latent defects shall be remedied by the Supplier at its own cost within the agreed period.

9. VAROVANJE OKOLJA IN VARNOST
9. ENVIRONMENT AND SAFETY

9.1 Dobavitelj mora ravnati skladno z vsemi veljavnimi predpisi s področja varstva okolja, varnosti in zdravja pri delu ter ravnanja z odpadki.

9.1 The Supplier shall comply with all applicable environmental, occupational health and safety, and waste management regulations.

9.2 Naročnik ima pravico zahtevati dokazila o skladnosti ter ustreznosti uporabljenih materialov in postopkov.

9.2 The Buyer has the right to request evidence of compliance and of the suitability of the materials and processes used.

10. VAROVANJE POSLOVNE SKRIVNOSTI
10. CONFIDENTIALITY

10.1 Dobavitelj mora varovati vse poslovne in tehnične podatke, ki jih prejme od Naročnika.

10.1 The Supplier shall keep confidential all business and technical information received from the Buyer.

10.2 Dobavitelj prejetih podatkov ne sme razkriti ali uporabljati za namen, ki ni neposredno povezan z izvajanjem pogodbenih obveznosti, brez predhodnega pisnega soglasja Naročnika.

10.2 The Supplier shall not disclose or use the information received for any purpose not directly related to performance of the contractual obligations without the Buyer's prior written consent.

10.3 Za poslovno skrivnost se štejejo zlasti ponudbe, skice, risbe, sheme, izračuni, navodila, seznami, dopisi, zapiski, pogodbene listine in drugi podatki v materializirani ali nematerializirani obliki.

10.3 Confidential information includes, in particular, offers, sketches, drawings, diagrams, calculations, instructions, lists, correspondence, notes, contractual documents and other information in tangible or intangible form.

11. ODPOVED IN ODSTOP
11. TERMINATION

11.1 Naročnik lahko odpove oziroma odstopi od pogodbe brez dodatnih stroškov, če Dobavitelj krši pogodbena določila ali zamuja z dobavo.

11.1 The Buyer may terminate the contract without additional cost if the Supplier breaches its contractual obligations or fails to deliver on time.

11.2 Dobavitelj v tem primeru nima pravice do povračila izgubljenega dobička.

11.2 In such case, the Supplier shall not be entitled to compensation for loss of profit.

12. SODNA PRISTOJNOST
12. GOVERNING LAW AND JURISDICTION

12.1 Pogodbeni stranki si bosta prizadevali vsa morebitna nesoglasja in spore reševati sporazumno.

12.1 The parties shall endeavour to resolve any disputes or disagreements amicably.

12.2 Za vsa pravna razmerja med Naročnikom in Dobaviteljem se uporablja pravo Republike Slovenije.

12.2 All legal relationships between the Buyer and the Supplier shall be governed by the laws of the Republic of Slovenia.

12.3 Za vse spore, ki izhajajo iz ali so povezani z naročilom, pogodbo, dobavo blaga ali izvedbo storitev, je izključno pristojno stvarno pristojno sodišče v Slovenj Gradcu, Republika Slovenija, razen če kogentni predpisi določajo drugače.

12.3 The court having subject-matter jurisdiction in Slovenj Gradec, Republic of Slovenia, shall have exclusive jurisdiction over any dispute arising out of or in connection with any purchase order, contract, supply of goods or performance of services, unless mandatory law provides otherwise.

13. KONČNE DOLOČBE
13. FINAL PROVISIONS

13.1 Ti splošni nabavni pogoji veljajo za nedoločen čas oziroma do njihove nadomestitve z novimi.

13.1 These General Purchasing Terms and Conditions shall remain in force for an indefinite period or until replaced by a new version.

13.2 Spremembe in dopolnitve določil so obvezujoče le, če jih pogodbeni stranki pisno potrdita.

13.2 Any amendments or supplements shall be binding only if confirmed in writing by both contracting parties.

13.3 Naročnik si pridržuje pravico do spremembe teh Splošnih nabavnih pogojev.

13.3 The Buyer reserves the right to amend these General Purchasing Terms and Conditions.

13.4 Ti Splošni nabavni pogoji so pripravljeni v slovenskem in angleškem jeziku. Ob neskladju ali razliki v razlagi prevlada slovenska različica.

13.4 These General Purchasing Terms and Conditions are prepared in Slovenian and English. In case of any discrepancy or difference in interpretation, the Slovenian version shall prevail.

Ravne na Koroškem, 06.11.2026

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