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

SPLOŠNI PRODAJNI POGOJI / GENERAL SALES TERMS AND CONDITIONS

1. VELJAVNOST
1. VALIDITY

1.1 Splošni prodajni pogoji urejajo pravna razmerja med družbo Stroji Ravne servis d.o.o. (v nadaljevanju: Prodajalec) in kupcem proizvodov ali storitev (v nadaljevanju: Kupec) ter so sestavni del prodajnih poslov.

1.1 *These General Sales Terms and Conditions govern the legal relationship between Stroji Ravne servis d.o.o. (hereinafter: the Seller) and the buyer of products or services (hereinafter: the* Buyer) and form an integral part of sales transactions.

1.2 Ti splošni prodajni pogoji predstavljajo podlago za vse ponudbe ter prodajo oziroma dobavo blaga ali storitev družbe Stroji Ravne servis d.o.o., razen če se pogodbeni stranki izrecno pisno dogovorita drugače.

1.2 These General Sales Terms and Conditions form the basis for all quotations and for any sale or supply of goods or services by Stroji Ravne servis d.o.o., unless the contracting parties expressly agree otherwise in writing.

1.3 Splošni prodajni pogoji Prodajalca prevladujejo nad splošnimi pogoji Kupca, razen če se stranki pisno dogovorita drugače.

1.3 The Seller's General Sales Terms and Conditions shall prevail over any general terms and conditions of the Buyer 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 prodajni pogoji veljajo do preklica oziroma do objave njihove spremembe ali nadomestitve s strani Prodajalca.

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

2. PONUDBE IN NAROČILA
2. OFFERS AND ORDERS

2.1 Kupčevo naročilo postane za Prodajalca zavezujoče šele po pisni potrditvi naročila s strani Prodajalca.

2.1 The Buyer's order becomes binding on the Seller only after the Seller has issued a written order confirmation.

2.2 Dokumentacija, priložena ponudbi, ostaja last Prodajalca in brez njegovega soglasja ne sme biti dostopna tretjim osebam.

2.2 Documentation enclosed with the Seller's quotation remains the Seller's property and may not be made available to third parties without the Seller's consent.

2.3 Prodajalec zagotavlja pogoje iz ponudbe le v okviru njene veljavnosti.

2.3 The Seller guarantees the terms stated in the quotation only during the quotation's period of validity.

2.4 Kupec po prejemu pisne potrditve naročila ne more preklicati ali spremeniti, razen če se Prodajalec s tem izrecno pisno strinja.

2.4 After receiving the Seller's written order confirmation, the Buyer may not cancel or amend the order unless the Seller expressly agrees in writing.

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 Vse cene, ki jih navaja Prodajalec, se lahko spremenijo. Cene ne vključujejo zavarovanj, davkov ali drugih dodatnih stroškov, ki lahko nastanejo v zvezi s poslom, razen če je izrecno določeno drugače.

3.2 All prices quoted by the Seller are subject to change. Unless expressly stated otherwise, prices exclude insurance, taxes and other additional costs that may arise in connection with the transaction.

3.3 Veljavne so cene, navedene v končni ponudbi Prodajalca, potrditvi naročila in/ali pogodbi, ki sta jo podpisala Kupec in Prodajalec.

3.3 The applicable prices are those stated in the Seller's final quotation, order confirmation and/or the contract signed by the Buyer and the Seller.

3.4 Cene ne vključujejo pakiranja ali prevoza, razen če je izrecno določeno drugače.

3.4 Unless expressly stated otherwise, prices do not include packaging or transport.

3.5 Če Kupec odda naročilo po poteku veljavnosti ponudbe, si Prodajalec pridržuje pravico, da pred potrditvijo naročila ponovno preveri in po potrebi uskladi ponujene cene glede na takrat veljavne cene materiala, stroške dela, druge stroške poslovanja in menjalne tečaje.

3.5 If the Buyer places an order after the validity period of the quotation has expired, the Seller reserves the right to review and, where necessary, adjust the quoted prices before confirming the order, taking into account the then-current prices of materials, labour costs, other operating costs and exchange rates.

3.6 Pri projektih z daljšim rokom izdelave cene temeljijo na ravni cen vhodnih materialov in drugih stroškov, veljavnih ob potrditvi naročila. Če se v času izvajanja projekta raven relevantnih vhodnih stroškov bistveno poveča, si Prodajalec pridržuje pravico do ustrezne uskladitve končne cene. Za bistveno spremembo se šteje zlasti povečanje relevantne ravni cen za več kot 2 % v obdobju šestih mesecev.

3.6 For projects with an extended manufacturing period, prices are based on the level of input material prices and other relevant costs applicable at the time of order confirmation. If the relevant input costs increase materially during execution of the project, the Seller reserves the

right to make an appropriate adjustment to the final price. In particular, an increase of more than 2% in the relevant price level within a six-month period shall be considered material.

3.7 Za nepravočasno plačilo si Prodajalec pridržuje pravico zaračunati zakonske zamudne obresti in vse stroške opominjanja ter izterjave od dneva zamude do plačila.

3.7 In the event of late payment, the Seller reserves the right to charge statutory default interest and all reasonable reminder and collection costs from the due date until payment.

3.8 Če Kupec bistveno zamuja s plačilom vsaj enega računa, ima Prodajalec pravico spremeniti plačilne pogoje za trenutno naročeno blago ali odstopiti od naročila.

3.8 If the Buyer is materially late in paying any invoice, the Seller may amend the payment terms for currently ordered goods or withdraw from the order.

3.9 Zamuda pri plačilih lahko povzroči spremembo dobavnega roka.

3.9 Late payment may result in a change to the delivery schedule.

3.10 Če Kupec uporablja stiskalnico, se šteje, da je prevzem zaključen oziroma servis izveden, zato je Kupec dolžan poravnati preostanek kupnine v skladu s pogodbo.

3.10 If the Buyer uses the press, final acceptance shall be deemed completed or the service deemed performed, and the Buyer shall pay the outstanding balance in accordance with the contract.

3.11 Stiskalnica ostane v lasti Prodajalca do popolnega plačila. Kupec mora izvesti vse potrebne pravne in druge ukrepe za zaščito lastninske pravice Prodajalca v državi Kupca oziroma v državi, kjer je oprema nameščena. S tem povezane stroške nosi Kupec.

3.11 The press shall remain the Seller's property until payment has been received in full. The Buyer shall take all legal and other measures necessary to protect the Seller's title in the Buyer's country or in the country where the equipment is installed. All related costs shall be borne by the Buyer.

3.12 Uporaba stiskalnice za proizvodnjo ni dovoljena, dokler ni podpisan končni prevzem oziroma dnevnik terenskega dela.

3.12 The press may not be used for production until the final acceptance document or field-work report has been signed.

3.13 Spremembe, ki jih Kupec zahteva po oddaji naročila, lahko vplivajo na ceno in dobavni rok.

3.13 Changes requested by the Buyer after the order has been placed may affect the price and delivery schedule.

4. DOBAVNI ROK

4. DELIVERY

4.1 Če ni drugače navedeno v ponudbi, potrditvi naročila ali pogodbi, se prodaja blaga izvaja po klavzuli EXW Stroji Ravne servis d.o.o., PE, Gmajna 55, 2380 Slovenj Gradec, Slovenija, v skladu z Incoterms® 2020 oziroma drugo izdajo Incoterms®, če je ta izrecno navedena v posamezni ponudbi, potrditvi naročila ali pogodbi.

4.1 Unless otherwise stated in the quotation, order confirmation or contract, sales of goods are made EXW Stroji Ravne servis d.o.o., PE, Gmajna 55, 2380 Slovenj Gradec, Slovenia, in

accordance with Incoterms® 2020, or another edition of the Incoterms® rules if expressly stated in the relevant quotation, order confirmation or contract.

4.2 Točen datum dobave se potrdi ob prejemu naročila glede na takratno zasedenost proizvodnih kapacitet Prodajalca.

4.2 The exact delivery date shall be confirmed upon receipt of the order, taking into account the Seller's production capacity at that time.

4.3 Termin montaže je odvisen tudi od sodelovanja Kupca. Predvideni rok velja pod pogojem, da Kupec pravočasno izvede in zaključi vsa dela, za katera je odgovoren. V nasprotnem primeru se lahko cena poveča in rok podaljša.

4.3 The installation schedule also depends on the Buyer's cooperation. The stated schedule applies provided that the Buyer completes all work for which it is responsible in accordance with the agreed timetable. Otherwise, the price may be increased and the schedule extended.

4.4 V primerih višje sile, zastojev v proizvodnji ali drugih izrednih dogodkov si Prodajalec pridržuje pravico do podaljšanja dobavnega roka za čas trajanja izrednega dogodka. Enako velja, če Prodajalec sam ni prejel pravilne ali pravočasne dobave.

4.4 In the event of force majeure, production disruptions or other extraordinary events, the Seller may extend the delivery period by the duration of the relevant event. The same applies where the Seller itself has not received correct or timely delivery from its suppliers.

4.5 Penali v nobenem primeru ne smejo presegati 5 % vrednosti opreme, blaga ali storitve, na katero se zamuda nanaša. Penali se ne uporabljajo v primeru višje sile, če je Prodajalec vnaprej sporočil razloge in predvideno trajanje zamude, ali če Kupec ne more dokazati škode, nastale zaradi zamude pri dobavi.

4.5 Any penalties shall in no event exceed 5% of the value of the equipment, goods or services affected by the delay. Penalties shall not apply in cases of force majeure, where the Seller has notified the Buyer in advance of the reasons for and expected duration of the delay, or where the Buyer cannot demonstrate loss resulting from the delivery delay.

4.6 Penali za zamudo se ne uporabljajo, če je zamuda posledica razvoja kompleksnega izdelka, ki ga je zahteval Kupec, oziroma kompleksnosti takega izdelka.

4.6 Delay penalties shall not apply where the delay results from the development of a complex product requested by the Buyer or from the complexity of such product.

4.7 Penali zaradi izpada proizvodnje se ne uporabljajo iz nobenega razloga, vključno z zamudo, zamudo pri razvoju ali nesrečo pri rokovanju oziroma transportu.

4.7 Penalties relating to production downtime shall not apply for any reason, including delay, development delay, or an accident during handling or transport.

4.8 Prodajalec si pridržuje pravico do delnih dobav.

4.8 The Seller reserves the right to make partial deliveries.

4.9 Prodajalec določi zavezujoče dobavne roke v pisni potrditvi naročila.

4.9 The Seller shall specify binding delivery dates in its written order confirmation.

4.10 Če se po naročilu dodatno spremenijo ali uskladijo tehnične zahteve oziroma finančni pogoji, začne dobavni rok teči s pisno potrditvijo sprememb s strani obeh strank.

4.10 If technical requirements or financial terms are subsequently amended or agreed after the order is placed, the delivery period shall commence upon written confirmation of the changes by both parties.

4.11 Če Kupec blaga ne prevzame v dogovorjenem roku, ima Stroji Ravne servis d.o.o. pravico po predhodnem pisnem obvestilu zaračunati stroške skladiščenja, manipulacije in druge s tem povezane stroške. Ležarina se lahko obračuna od prvega dne po poteku dogovorjenega roka za prevzem v višini 0,5 % vrednosti ne prevzetega blaga za vsak začeti koledarski teden, vendar največ do skupne višine 5 % vrednosti ne prevzetega blaga, razen če so dejanski stroški višji.

4.11 If the Buyer fails to collect or accept the goods within the agreed period, Stroji Ravne servis d.o.o. shall be entitled, after prior written notice, to charge storage, handling and other related costs. A storage fee may be charged from the first day following expiry of the agreed collection period at a rate of 0.5% of the value of the uncollected goods for each commenced calendar week, up to a maximum total of 5% of the value of the uncollected goods, unless the actual costs incurred are higher.

5. PRIDRŽEK LASTNINSKE PRAVICE
5. RETENTION OF TITLE

5.1 Dobavljena oprema oziroma blago ostane last Prodajalca do popolnega plačila kupnine, vključno z morebitnimi stroški opominov in zamudnimi obrestmi.

5.1 Delivered equipment and goods shall remain the Seller's property until the purchase price and any related reminder costs and default interest have been paid in full.

5.2 Kupec je dolžan sodelovati pri vseh ukrepih za zaščito lastninske pravice Prodajalca nad opremo oziroma blagom do izpolnitve vseh svojih obveznosti.

5.2 The Buyer shall cooperate in all measures necessary to protect the Seller's title to the equipment or goods until all of the Buyer's obligations have been fulfilled.

5.3 Do popolnega prenosa lastninske pravice mora Kupec z blagom, nad katerim ima Prodajalec pridržek lastninske pravice, ravnati kot dober gospodar in ga zavarovati pred poškodbami ali uničenjem.

5.3 Until title has passed in full, the Buyer shall exercise due care in respect of goods subject to retention of title and protect them against damage or destruction.

5.4 Vsa tveganja v zvezi z opremo oziroma blagom od prevzema ali dostave dalje nosi Kupec, ne glede na pridržek lastninske pravice.

5.4 All risks relating to the equipment or goods shall pass to the Buyer upon acceptance or delivery, irrespective of the retention of title.

5.5 Če Kupec zamuja s plačilom svojih obveznosti do Prodajalca, mu preneha pravica do nadaljnje prodaje oziroma uporabe blaga.

5.5 If the Buyer is in default of its payment obligations to the Seller, the Buyer shall lose the right to resell or use the goods.

6. ODGOVORNOST
6. LIMITATION OF LIABILITY

6.1 Prodajalec 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 Prodajalec *zaveže reklamirano blago nadomestiti ali popraviti.*

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

6.2 Prodajalec v nobenem primeru ne odgovarja za posredno ali posledično škodo, zlasti ne za izgubo proizvodnje, izpad proizvodnje, izgubo dobička, izgubo prihodkov, izgubo poslovnih priložnosti, pogodbene kazni tretjih oseb ali druge primerljive gospodarske izgube Kupca, razen kadar takšne omejitve po veljavnem pravu niso dovoljene.

6.2 The Seller shall in no event be liable for any indirect or consequential loss, including in particular loss of production, production downtime, loss of profit, loss of revenue, loss of business opportunities, contractual penalties imposed by third parties, or any other comparable economic loss suffered by the Buyer, except to the extent that such limitation is not permitted by applicable law.

6.3 V primeru napake na dobavljenem blagu ali izvedeni storitvi je odgovornost Prodajalca prvenstveno omejena na odpravo napake, popravilo ali zamenjavo reklamiranega blaga oziroma ponovno izvedbo storitve v razumnem roku.

6.3 In the event of a defect in the goods supplied or services performed, the Seller's primary obligation shall be limited to remedying the defect, repairing or replacing the defective goods, or re-performing the service within a reasonable period.

6.4 Skupna odškodninska odgovornost Prodajalca iz posameznega naročila ali pogodbe je omejena največ na vrednost dela dobave, blaga ali storitve, na katero se zahtevek nanaša. Ta omejitev ne velja v primerih naklepa ali hude malomarnosti oziroma kadar omejitev odgovornosti po veljavnem pravu ni dovoljena.

6.4 The Seller's aggregate liability arising out of or in connection with any individual order or contract shall be limited to the value of the part of the supply, goods or services to which the claim relates. This limitation shall not apply in cases of wilful misconduct or gross negligence, or where limitation of liability is not permitted by applicable law.

7. VIŠJA SILA
7. FORCE MAJEURE

7.1 Prodajalec ne odgovarja za delno izpolnitev ali neizpolnitev svojih obveznosti, če je ta posledica dogodkov, ki se jim ni mogel razumno izogniti, jih preprečiti ali odpraviti.

7.1 The Seller shall not be liable for partial or non-performance of its obligations where this results from events beyond its reasonable control that it could not reasonably avoid, prevent or remedy.

7.2 Prodajalec ne odgovarja za neizpolnitev ali zamudo pri dobavi oziroma izvedbi zaradi vzrokov, na katere razumno ne more vplivati, vključno z naravnimi nesrečami, motnjami pri delu, nemiri, insolventnostjo ali drugo nezmožnostjo izvedbe pri proizvajalcu, zamudami pri transportu ali drugo primerljivo komercialno neizvedljivostjo. V takem primeru se rok dobave oziroma izvedbe podaljša za čas trajanja posledic takega dogodka.

7.2 The Seller shall not be liable for failure or delay in delivery or performance due to causes beyond its reasonable control, including natural disasters, labour disruptions, civil disturbances, insolvency or other inability to perform by a manufacturer, transport delays or comparable commercial impracticability. In such event, the delivery or performance period shall be extended by the period during which performance is affected.

8. GARANCIJA IN JAMSTVO ZA NAPAKE

8. WARRANTY AND DEFECT LIABILITY

8.1 Kupec je dolžan dobavljeno blago pregledati ob prevzemu oziroma takoj, ko je to po običajnem teku stvari mogoče, ter Prodajalca o očitnih napakah nemudoma pisno obvestiti. Skrite napake mora Kupec Prodajalcu pisno sporočiti nemudoma po njihovem odkritju. Prodajalec ne odgovarja za skrite napake, ki se pokažejo po poteku šestih (6) mesecev od izročitve blaga, razen če je za posamezno blago pisno dogovorjen daljši rok ali če veljavni predpisi določajo drugače.

8.1 The Buyer shall inspect the supplied goods upon delivery, or as soon thereafter as reasonably practicable, and shall notify the Seller in writing of any apparent defects without undue delay. Hidden defects must be reported to the Seller in writing without undue delay after their discovery. The Seller shall not be liable for hidden defects appearing more than six (6) months after delivery of the goods, unless a longer period has been expressly agreed in writing for the particular goods or mandatory law provides otherwise.

8.2 Kupec oziroma Naročnik je dolžan opravljeno storitev ali delo pregledati ob prevzemu oziroma takoj, ko je to mogoče, ter Prodajalca o ugotovljenih očitnih napakah nemudoma pisno obvestiti. Skrite napake pri izvedenih storitvah ali delih mora sporočiti čim prej po njihovem odkritju. Za napake pri izvedenih storitvah in delih veljajo roki, določeni z veljavnimi predpisi, razen če je za posamezen posel pisno dogovorjeno drugače.

8.2 The Buyer or Customer shall inspect the performed services or works upon acceptance, or as soon thereafter as reasonably practicable, and shall notify the Seller in writing of any apparent defects without undue delay. Hidden defects in performed services or works must be reported as soon as reasonably possible after discovery. The time limits prescribed by applicable law shall apply to defects in performed services and works, unless otherwise expressly agreed in writing for the individual transaction.

8.3 Garancija, kadar jo Prodajalec izrecno zagotovi za posamezno blago, stroj, opremo ali izvedeno delo, je ločena od odgovornosti za stvarne oziroma druge napake. Garancijski rok, njegov začetek, obseg ter pogoji se določijo v ponudbi, potrditvi naročila, pogodbi, garancijskem dokumentu oziroma drugi pisni dokumentaciji za posamezen posel.

8.3 Any warranty expressly provided by the Seller for particular goods, machinery, equipment or works is separate from the Seller's liability for defects. The warranty period, its commencement, scope and conditions shall be specified in the quotation, order confirmation, contract, warranty document or other written documentation applicable to the individual transaction.

8.4 Prijavljene reklamacije in napake bo Prodajalec obravnaval brez nepotrebnega odlašanja in praviloma v osmih (8) dneh od prejema prijave oziroma od ugotovitve napake, če je za presojo na voljo dovolj podatkov.

8.4 Reported claims and defects shall be reviewed by the Seller without undue delay and, as a rule, within eight (8) days of notification or identification of the defect, provided sufficient information is available for assessment.

8.5 Garancija krije popravilo ali zamenjavo delov, ki so okvarjeni zaradi neustrezne kakovosti materiala ali konstrukcije, oziroma drugo odpravo napake, kot je določeno za posamezen posel.

8.5 The warranty covers the repair or replacement of parts that are defective due to inadequate material or design quality, or another appropriate remedy as specified for the individual transaction.

8.6 Prodajalec ne jamči za napake, če je bilo blago uporabljeno za namene, ki Prodajalcu ob sklenitvi pogodbe niso bili znani. Prav tako ne odgovarja za napake, ki so posledica nepravilne uporabe, napačne vgradnje ali ravnanja oziroma uporabe neprimerne opreme ali materiala s strani Kupca ali uporabnika.

8.6 The Seller shall not be liable for defects where the goods were used for purposes not disclosed to the Seller at the time of contract formation. The Seller shall also not be liable for defects resulting from misuse, incorrect installation or operation, or the use of unsuitable equipment or materials by the Buyer or user.

8.7 Za blago in storitve tretjih oseb veljajo samo garancije, ki jih zagotavljajo njihovi proizvajalci oziroma izvajalci. Kupec je odgovoren za uporabo v skladu z navodili proizvajalca. Osebje Prodajalca ni pooblaščeno za spreminjanje teh pogojev.

8.7 Goods and services supplied by third parties are subject only to the warranties provided by the relevant manufacturer or service provider. The Buyer is responsible for using the goods in accordance with the manufacturer's instructions. The Seller's personnel are not authorised to vary these terms.

8.8 Garancija ne vključuje normalno obrabljivih delov (npr. filtrov, tesnil ipd.) in ne velja za namerno poškodovane dele.

8.8 The warranty does not cover normal wear parts (e.g. filters, seals, etc.) or intentionally damaged parts.

8.9 Garancija velja ob pogoju izvajanja rednega servisiranja.

8.9 The warranty applies subject to regular servicing being carried out.

8.10 Garancija preneha zlasti v primeru demontaže stiskalnice ali njenih delov brez pisnega dovoljenja Prodajalca; če Kupec ne naroči predvidenega preventivnega servisa vsakih šest mesecev po končnem prevzemu oziroma ga izvede nepooblaščena oseba; ali če stiskalnica obratuje brez vseh zahtevanih varnostnih in preobremenitvenih elementov.

8.10 The warranty shall cease to apply, in particular, if the press or any part of it is disassembled without the Seller's written authorisation; if the Buyer fails to arrange the required preventive service every six months after final acceptance or such service is performed by an unauthorised person; or if the press is operated without all required safety and overload-protection devices.

8.11 Garancija ne vključuje škode, nastale pri prevozu ali raztovarjanju, škode zaradi nepravilne uporabe ali neupoštevanja navodil Prodajalca oziroma proizvajalca.

8.11 The warranty does not cover damage occurring during transport or unloading, damage resulting from improper use, or failure to follow the Seller's or manufacturer's instructions.

8.12 Vsak poseg v mehaniko, električno opremo ali druge sisteme brez prisotnosti oziroma pisnega soglasja servisne službe Stroji Ravne servis pomeni prenehanje garancije za prizadeti del oziroma sklop.

8.12 Any intervention in the mechanical, electrical or other systems without the presence or written consent of the Stroji Ravne servis service department shall terminate the warranty in respect of the affected part or assembly.

8.13 Stroji Ravne servis d.o.o. ne prevzema odgovornosti za izgubo dohodka, izgubo proizvodnje ali drugo posredno škodo, povzročeno zaradi prekinitve ali zastoja proizvodnje.

8.13 Stroji Ravne servis d.o.o. shall not be liable for loss of income, loss of production or other indirect loss resulting from interruption or production downtime.

8.14 Po opravljenem predhodnem tehničnem prevzemu Kupec ni upravičen do naknadnih reklamacij glede očitnih napak, ki bi jih bilo mogoče ugotoviti pri takem prevzemu.

8.14 Following preliminary technical acceptance, the Buyer shall not be entitled to raise subsequent claims in respect of apparent defects that could reasonably have been identified during such acceptance.

8.15 Po izteku garancijskega roka Prodajalec ne odgovarja za opremo ali blago oziroma škodo, razen v obsegu, v katerem odgovornosti ni mogoče veljavno izključiti po veljavnem pravu.

8.15 After expiry of the warranty period, the Seller shall not be liable for the equipment, goods or related loss except to the extent such liability cannot lawfully be excluded under applicable law.

8.16 Garancijski rok praviloma začne teči z datumom končnega prevzema ali z datumom izdaje računa, kot je določeno v ponudbi, potrditvi naročila ali pogodbi.

8.16 Unless otherwise stated in the quotation, order confirmation or contract, the warranty period shall generally commence on the date of final acceptance or the invoice date, as applicable.

9. SPREMEMBA FINANČNIH POGOJEV KUPCA

9. CHANGE IN THE BUYER'S FINANCIAL CONDITION

9.1 Prodajalec si pridržuje pravico, da s pisnim obvestilom prekliče naročilo ali zahteva celotno oziroma delno predplačilo ali ustrezno zavarovanje izpolnitve, če nastopijo okoliščine, ki

utemeljeno kažejo na insolventnost Kupca, začetek postopka zaradi insolventnosti, imenovanje upravitelja ali podoben dogodek.

9.1 The Seller reserves the right, by written notice, to cancel an order or require full or partial advance payment or adequate security for performance if circumstances reasonably indicate the Buyer's insolvency, commencement of insolvency proceedings, appointment of an administrator or a comparable event.

9.2 Prodajalec si pridržuje pravico začasno ustaviti izpolnjevanje svojih obveznosti, dokler ne prejme plačila ali ustreznega zavarovanja izpolnitve.

9.2 The Seller reserves the right to suspend performance until payment or adequate security for performance has been received.

9.3 Prodajalec si pridržuje pravico spremeniti ali preklicati odobrene kreditne oziroma plačilne pogoje, če se finančno stanje Kupca bistveno poslabša.

9.3 The Seller reserves the right to amend or withdraw any credit or payment terms granted to the Buyer if the Buyer's financial condition materially deteriorates.

10. PREKLIC IN VRAČILA
10. CANCELLATION AND RETURNS

10.1 Kupec lahko naročilo prekliče le sporazumno in ob plačilu razumnih ter upravičenih stroškov preklica Prodajalcu.

10.1 The Buyer may cancel an order only by mutual agreement and subject to payment of the Seller's reasonable and justified cancellation costs.

10.2 Artikli, izdelani ali naročeni posebej za Kupca, niso predmet vračila ali preklica, razen če se Prodajalec pisno strinja drugače.

10.2 Items manufactured or ordered specifically for the Buyer are not subject to return or cancellation unless the Seller agrees otherwise in writing.

10.3 Pismo o nameri, prednaročilo ali drug podoben dokument, ki ga izda Kupec, se ne šteje za zavezujoče naročilo, razen če je iz njegove vsebine izrecno razvidno drugače in ga Prodajalec pisno sprejme. Če Prodajalec na podlagi takšnega dokumenta in po dogovoru s Kupcem začne z inženirskimi, nabavnimi, proizvodnimi ali drugimi pripravljalnimi aktivnostmi, je Kupec v primeru preklica ali neizdaje končnega naročila dolžan povrniti Prodajalcu vse do takrat nastale in dokazljive stroške.

10.3 A letter of intent, preliminary order or similar document issued by the Buyer shall not constitute a binding purchase order unless expressly stated otherwise in the document and accepted in writing by the Seller. If, based on such document and by agreement with the Buyer, the Seller commences engineering, procurement, manufacturing or other preparatory activities, the Buyer shall, in the event of cancellation or failure to issue the final purchase order, reimburse the Seller for all documented costs incurred up to that time.

11. VAROVANJE POSLOVNE SKRIVNOSTI
11. CONFIDENTIALITY

11.1 Prodajalec in Kupec sta zavezana varovati poslovno zaupne informacije, ki jih prejmeta v zvezi s pogodbo ali naročilom, in jih brez ustrezne podlage ne razkriti tretjim osebam.

11.1 The Seller and the Buyer shall keep confidential all business information obtained in connection with the contract or order and shall not disclose it to third parties without proper authorisation.

11.2 Nobena stranka prejetih podatkov ne sme razkriti ali uporabljati za namen, ki ni neposredno povezan z izvajanjem pogodbenih pravic in obveznosti, brez predhodnega pisnega soglasja druge stranke.

11.2 Neither party shall disclose or use information received for any purpose not directly related to performance of the contractual rights and obligations without the other party's prior written consent.

11.3 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.

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

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 Prodajalcem in Kupcem se uporablja pravo Republike Slovenije.

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

12.3 Za vse spore, ki izhajajo iz ali so povezani s ponudbo, 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 quotation, order, contract, supply of goods or performance of services, unless mandatory law provides otherwise.

13. KONČNE DOLOČBE
13. FINAL PROVISIONS

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

13.1 These General Sales 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 Prodajalec in Kupec pisno potrdita.

13.2 Any amendments or supplements shall be binding only if confirmed in writing by the Seller and the Buyer.

13.3 Prodajalec si pridržuje pravico do spremembe teh Splošnih prodajnih pogojev.

13.3 The Seller reserves the right to amend these General Sales Terms and Conditions.

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

13.4 These General Sales 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

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

Velja od / Effective from: 06.11.2026
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