



SPLOŠNI POGOJI PRODAJE – LED LUKS D.O.O. SALES TERMS AND CONDITIONS

LED Luks, d.o.o.

Vrtojba, Mednarodni prehod 6
SI-5290 Šempeter pri Gorici
Slovenija, EVROPA

Če ni izrecno drugače dogovorjeno, so splošni pogoji prodaje podjetja LED Luks d.o.o. (v nadaljevanju "podjetje") osnova za prodajo vseh izdelkov (v nadaljevanju "izdelki"), ki jih podjetje proizvaja in prodaja svojim strankam (v nadaljevanju "kupci").

Unless expressly derogated in writing, the following General Sales Conditions introduced by LED Luks d.o.o. (hereinafter "Company") shall govern the sale of products made by LED Luks d.o.o. (hereinafter the "Products") to its clients (hereinafter the "Buyers").

Dostava

Delivery and Shipping

1. Storitev/pariteta. Če ni pisno drugače navedeno, se na potrditvi naročila uporablja storitev/pariteta EXW – Franko tovarna (Incoterms 2010) Šempeter pri Gorici, Slovenija.

Unless otherwise indicated in writing, the sale of all products is defined as EXW (Incoterms 2010), Šempeter pri Gorici, Slovenia, what is stated on each Order confirmation.

2. Pakiranje. Podjetje za izdelke zagotavlja standardno embalažo, ki je primerna za standarden prevoz in ravnanje. V primeru, da je zahtevana posebna embalaža in pakiranje (paleta, nestandardne škatle, palete neobičajnih mer), se stroški takega pakiranja zaračunajo dodatno.

Packaging. The Company shall provide the Products with standard packaging suitable for ordinary transportation and handling. Should any other packaging be required (pallet, non-standard box, special pallet or any other request), additional costs will be charged.

3. Pogoji dostave. Na vsako potrditev naročila se vpiše predviden datum odpreme. V primeru predplačila, dogovora o odprtju akreditiva ali izdaje bančne garancije, se pogoji za dostavo začnejo izvajati po prejemu takega predplačila ali dokumentov, ki potrjujejo verodostojnost akreditiva ali bančne garancije. Pogoji dostave se samodejno podaljšajo v primeru, ko kupec po potrditvi naročila ali po opravljenem plačilu, zahteva spremembo naročila. V primeru, da kupec zneska, ki ga je podjetju dolžan, ne plača, se prodajna pogodba izniči.

Delivery terms. Shipping date is stated on each Order confirmation issued to the client. Delivery terms start running after the issuing of Order confirmation, receipt of advance payment, letter of credit or bank guarantee. Terms of delivery shall be automatically extended in case the Buyer requests any modification to the order after Order confirmation has been sent to the Client and confirmed. In case the Buyer does not make the advance payment or supply the requested letter of credit or bank guarantee, the Company considers the Order to be void.

V primeru, da kupec od podjetja zahteva odlog izdelkov pripravljenih za odpremo, ima podjetje pravico, da se odloči ali bo tak odlog sprejelo ali ne, vendar je kljub temu upravičeno izdati ustrezen račun, s čimer se začnejo dogovorjeni plačilni pogoji. V primeru odloga prevzema, podjetje izdelke obdrži na zalogi v prostorih podjetja. V primeru skladiščenja pa lahko podjetje zaračuna stojnino in sicer v višini 0,5% neto cene izdelkov na dan. V takem primeru se vsako tveganje takoj prenese na kupca.

Should the Buyer ask the Company to postpone the delivery of Products ready for shipping, Company shall be entitled to decide whether to accept such postponement or not. It is nevertheless entitled to issue the relevant invoice, causing the agreed payment terms to start. In such an event, the Products shall remain on stock at Company premises at the Buyer's expense (0,5% of the Products' net price per day). Any risk is immediately transferred to the Buyer.

Če kupec blaga ne prevzame v osmih (8) delovnih dneh od prejema obvestila o pripravljenosti izdelkov na prevzem, se zaračuna stojnina v višini 0,5% neto cene izdelkov dnevno. Poleg tega lahko podjetje kadarkoli odpremi izdelke kupcu na njegove stroške s transportom po lastni izbiri.

If the Buyer does not collect prepared Products in eight days from receiving the notice from the Company, the Company shall charge the additional costs in amount of 0,5 % of products net price per day. In addition, Company shall be entitled, at any time, to ship the Products at the Buyer's costs and expenses.

Če ni pisno drugače navedeno, lahko podjetje odpremi pošiljko v več sklopih.

Unless otherwise agreed in writing, delivery may be performed in multiple shipments.

4. Preklic naročila V primeru dokončnega oz. potrjenega naročila in v primeru, ko se kupec odloči kupiti samo del naročila ima podjetje pravico, da nemudoma prekine pogodbo, kupec pa mora plačati kazen v višini 30% (trideset odstotkov) vrednosti preklicanega in/ali ne-prevzetega naročila, ne da bi to posegalo v pravico podjetja, da zahteva odškodnino za dodatno škodo. Če so bili naročeni izdelki nestandardni oz. jih ni v katalogu podjetja ali pa so bili izdelani posebej za dotičnega kupca, lahko takšna kazen znaša 70% (sedemdeset odstotkov) vrednosti preklicanega in/ali ne prevzetega naročila.

Order cancellation. In case of cancellation of an irrevocable and/or confirmed order or in case of failure by the Buyer to collect all or part of the Products, Company shall be entitled to terminate the agreement. In this case Buyer is obliged to pay a penalty fee in amount of 30% (thirty percent) of the value of the cancelled and/or non-collected order, without prejudice to Company right to claim compensation for any additional damage. In case the ordered Products were non-standard products (not to be found in the Company's catalogue) or products specifically developed for the Buyer, penalty fee can amount to 70% (seventy percent) of the value of the cancelled and/or non-collected order.

5. Če je podjetju onemogočena izpolnitev roka dobave zaradi zamude ali pomanjkanja dobav s strani dobaviteljev, zaradi onemogočenih transportnih storitev, stavke ali višje sile, podjetje dobavni rok prekliče in o tem nemudoma obvesti kupca. Kupec v tem primeru ni upravičen do nikakršne odškodnine s strani podjetja.

If the Company is unable to meet the delivery terms due to delay or lack in deliveries by its suppliers, lack of transport possibilities, strikes, or any other cause beyond its reasonable control, delivery terms shall be postponed upon notification to the Buyer. In this case the Buyer shall not be entitled to any compensation by the Company.

6. Izguba pošiljke ali pojav škode med prevozom

Izgubo pošiljke in/ali škodo med transportom mora kupec ob prevzemu jasno navesti na CMR, dobavnico ali drugo dostavno dokumentacijo. V kolikor se izguba in/ali škoda pojavi pri prevozu, ki ga organizira podjetje, se le-to zaveže, da bo primer preiskal in po potrebi kupcu izdal dobropis.

V primeru, da izguba pošiljke oz. škoda ni razvidna ob dobavi, ima kupec tri (3) dni časa, da o tem pisno obvesti podjetje. Podjetje mora primer preiskati in po potrebi kupcu izdati dobropis.

Če kupec ni prejel celotne pošiljke, mora o tem pisno obvestiti podjetje v desetih (10) delovnih dneh od datuma računa. Podjetje mora primer preiskati in po potrebi kupcu izdati dobropis.

Loss or damage in transit

Shortage and/or damages in transit, must be stated by the Customer on the Delivery Note, CMR or other documentation at the time of the delivery. The Company undertakes to investigate and credit where appropriate. Where shortages and/or damages are not apparent at the time of delivery, the Customer must notify the Company in writing, within 3 working days of receipt of delivery. The Company undertakes to investigate and credit where appropriate.

When an entire delivery has not been received, the Customer must notify the Company in writing, within ten (10) working days of the date of the invoice. The Company undertakes to investigate and credit where appropriate.

Cene

7. Cene. Cene izdelkov so navedene v ceniku podjetja. O vsakršni spremembi cen ali reviziji cenika, je podjetje dolžno obvestiti kupca.

Če v potrditvi naročila ni drugače navedeno, so cene izdelkov izražene v Evrih – EXW/Franko tovarna (Incoterms 2010), LED Luks d.o.o., Šempeter pri Gorici, Slovenija

Cene in popusti veljajo za vsako naročilo posebej in niso zavezujoči za nadaljnja naročila.

Najmanjša vrednost naročila je:

- za naročila na domačem trgu (EU): 100,00 €
- za naročila na tujem trgu: 200,00 €

Pricelist

Prices. Product prices are listed in Company's Pricelist. The Company is obliged to notify the Buyer of any changes or revisions made in the Pricelist.

Prices are quoted in EUR, the parity on each Order confirmation is by default Ex-Works (Incoterms 2010) LED Luks, d.o.o., Šempeter pri Gorici, Slovenia.

Under no circumstances the price or discount confirmed by Company for a specific order is binding for all the following orders.

The minimum order value is:

- EU orders: € 100.00
- foreign orders: € 200.00

8. Ponudbe. Ponudbe podjetja niso zavezujoče, dokler z uradnim naročilom niso potrjene s strani kupca. Podjetje si pridržuje pravico do zavrnitve naročila.

Quotations. All Company's quotations are non-binding until official Order is received. The Company reserves the rights to decline an order.

9. Pravilnik o vzorčnih izdelkih. Vzorec izdelka se lahko naroči pri podjetju po standardni ceni. V primeru, da naročilo presega 10.000 EUR, lahko stroške vzorca odštejemo od skupnega zneska naročila.

Product Samples policy. Product samples can be ordered from the Company at a standard price rate. In case of an order exceeding 10.000EUR, the cost of the sample can be deducted from the total amount of the order.

10. Dodatni stroški. Na račun se dodajajo prevozni stroški in stroški pakiranja, stroški carinjenja ter stroški izdaje vseh zahtevanih izvoznih dokumentov (Certifikat o poreklu, EUR1,...)

Extra costs: freight and packing costs, custom clearance, cost for certificate of origin, or any other export documents costs shall be charged on the invoice.

V kolikor podjetje poskrbi za organizacijo prevoza, je kupec pred odpremo dolžan posredovati podatke o potrebni dokumentaciji, ki je za dotično državo nujna. V kolikor podjetje podatkov ne prejme pravočasno, lahko nastanejo dodatni stroški, ki se zaračunajo kupcu.

In case the transportation is organized by Company, the Buyer is responsible to provide all information to prepare the documentation, customs clearance and/or any other country-specific documentation prior the shipping is done. Additional costs might apply, if the information is not received in time.

11. Plačilo. Plačilo se izvede v skladu s pogoji, ki jih podjetje navede v potrditvi naročila. Obe pogodbeni stranki morata kriti svoj del stroškov, ki nastane z denarnimi nakazili (bančne provizije, itd.).

Payments. Payment shall be performed according to payment terms indicated by Company in order confirmation. Each party must bear the costs possibly arising from money transfers (bank fees etc.).

12. V kolikor podjetje ne izda pisne odobritve za popuste, vračilo blaga, potrditev reklamacije, tudi če so le-te pooblašene od zastopnika, so te neveljavne in ne-zavezujoče za podjetje.

Unless authorized in writing by the Company, any payments, discounts, authorizations to return goods and/or recognition of non-conformities of the products authorized by an agent, shall not in any way be valid or binding upon Company.

Neplačila ali zamude pri plačilu

13. Kupec ne sme v nobenem primeru odložiti ali preklicati plačila, niti v primeru spora ali reklamacije.

The Buyer shall not suspend or delay payments, not even in the event of any dispute or claim.

14. V primeru neplačila ali zamude pri plačilih ima podjetje pravico, da dolžnikom prekine dobave naročil. V tem primeru lahko podjetje zahteva naslednje:

- Spremembo plačilnih pogojev.
- Predplačilo za naročila, ki še niso bila odpremljena.
- Pogojevanje dobave s plačilom zapadlih računov.

Non-payment or delayed payment

In the event of non-payment or late payment, the Company shall have the right to suspend the delivery. Under this condition the Company may:

- *Request to change payment terms.*
- *Request advanced payments for open orders.*
- *Condition the delivery by requesting the payment of overdue invoices.*

15. Zamudne obresti. Če plačilo ni izvedeno do datuma zapadlosti, lahko podjetje zaračuna zamudne obresti. V primeru zamud pri plačilu, se bo podjetje sklicevalo na Direktivo 2011/7/EU Evropskega parlamenta in Sveta z dne 16. februarja 2011 o boju proti zamudam pri plačilih v trgovinskih poslih. Na podlagi tega se bodo stroški izterjali.

Interest on Late Payment. *If any payment is not made when due, the Company could claim late-payment interest on the amount of the invoice.*

In case of late payment, the European Directive no. 2011/7/EU of February 16, 2011 will be applied and recovery costs in base on the legal provisions in force at the time.

Garancija za kupca

16. Garancijsko obdobje. Če ni pisno drugače dogovorjeno, garancija v korist kupca velja 5 let od datuma izdaje računa kupcu.

Warranty to the Buyer

Warranty period. *Unless otherwise agreed upon in writing by Company, the warranty in favour of the Buyer shall be valid for a 5-year period as of the date on the invoice.*

17. Pregled dobavljenega blaga. Kupec mora po prihodu v namembni kraj pošiljko takoj pregledati in sporočiti morebitne pomanjkljivosti in sicer najkasneje 10 (deset) dni po prejemu. Okvare, ki jih v desetih dneh, zaradi različnih razlogov ni mogoče odkriti, se sporoči takoj po odkritju. Kupec mora podjetje o napaki pisno obvestiti, navesti račun, na katerega se dotična dobava nanaša in opisati pomanjkljivosti oz. neskladnosti.

Kupec lahko napake odpravi sam, v kolikor le te ogrožajo varnost oz. z namenom, da prepreči večjo škodo. Kupec mora podjetje o teh popravkih takoj obvestiti (če je le mogoče še pred začetkom popravila). Če so popravki upravičeni, lahko kupec podjetju zaračuna stroške, ki so pri tem nastali.

Kupec je dolžan izdelke z napako hraniti za namene pregleda in jih brez privolitve podjetja ne sme poslati nazaj.

Inspection of delivered goods. *After arrival of the goods at their destination, the Buyer/ordering party must immediately inspect them and report any defects and non-conformities in writing immediately, or in any case in 10 working days after receipt of the delivery at the latest. Defects that cannot be detected within this period of time through careful examination must be reported immediately after discovery. The Buyer shall notify the Company in writing, indicating the purchase invoice and describing the defects/non-conformities.*

The Buyer may correct the defects himself if they endanger the operational safety or in order to prevent major damage. Company must be informed about these corrections immediately (if possible prior to the correction) and can be charged for the costs if the claims are justified.

The Buyer shall maintain the defected Products at Company disposal for a reasonable period of time in order to allow the inspections and shall not be entitled to return them without written authorization by Company.

18. Zamenjava. Če se o napakah na izdelkih obvesti pravočasno in jih podjetje potrdi, se izdelke brezplačno popravi, se izdelka nove ali pa se jih nadomesti z izdelki, ki imajo primerljive lastnosti. Vse stroške, ki izhajajo iz demontaže, namestitve in/ali zamenjave okvarjenih izdelkov, krije kupec. Reklamirane izdelke podjetje odpremi skladno s pariteto DAP – Dobavljeno v kraju (Incoterms 2010).

Replacement. In case the Company is timely informed about the defects and malfunctions of the delivered products, the Company is obliged to make the replacement with the same product or with comparable products with similar characteristics. Any costs of dismantling of the defected products and installation of replaced products shall be borne by the Buyer, while transport costs for the replaced products are borne by the Company (DAP parity, Incoterms 2010).

19. Garancija za kupca zajema samo napake v materialu ali pri izdelavi izdelkov. Velja v običajnih pogojih uporabe, prevoza, skladiščenja, vzdrževanja, razstavljanja in prodaje. Garancija velja samo v spodnjih primerih:

- Kupec ne sme zamujati z nobenim plačilom.
- Uporaba izdelkov mora biti skladna s tehničnimi lastnostmi izdelka ter nameščena v skladu z navodili.
- Izdelki morajo biti montirani s strani usposobljenih strokovnjakov v skladu z navodili in tehničnimi predpisi.
- Izdelki se morajo napajati z napajalnimi napravami, ki jih dobavlja podjetje in ki so že vgrajeni v sistem.

The warranty for the Buyer only covers defects in material or in the production of the Products, and applies under normal conditions of usage, transport, storage, maintenance, display and sale. Furthermore, this warranty shall apply only on condition that:

- the Buyer is not late in any payment either or not related to the defected Products.
- the use of the Products is consistent with their technical characteristics and in compliance with the limits set forth under the installation instructions.
- the Products are installed by qualified technicians in compliance with the installation instructions and the technical regulations.
- the Products are powered with power devices supplied by Company and are already installed in the products

20. Garancija ne velja v naslednjih primerih:

Izdelki so bili spremenjeni ali je na njih opaziti sledi popravila tretje osebe, ki ni pooblaščen s strani podjetja.

- Okvare izdelka so posledica dogodkov, ki jih je nemogoče kontrolirati, kot so električni sunki, strela ali elektrostatične razelektritve.
- Električni sestav deluje v okolju, katerega značilnosti niso skladne s tistimi, ki so potrebne za pravilno delovanje izdelka glede na vrsto in namembnost (možnost napetostnega trka, previsoke temperature ali nezadostne ventilacije).

The warranty shall not apply in the following cases:

- the Products have been modified, altered or repaired by third parties not previously authorised by Company.
- the defects of the Product are due to unexpected or not reasonably probable events, including electric shocks, lightning or electrostatic discharges.
- the electrical system is operating in an environment whose characteristics are not compliant with those required for a proper functioning according to the type and destination of the Products, including, by way of example, impulsive line noise, sudden power surges, excessive temperature or insufficient ventilation.

Na podlagi zgoraj navedenega, garancija ne velja za rabljene izdelke ali pri izdelkih, kjer je napaka nastala zaradi neprimernih pogojev skladiščenja, prevoza, hrambe, vzdrževanja, razstavljanja ali prodaje s strani kupca (in/ali tretje osebe), v primeru napake izdelka zaradi krivde kupca (in/ali tretje osebe) ali v primeru neupoštevanja navodil za uporabo, ki jih zagotavlja podjetje.

In particular, and without prejudice of the generality of the foregoing, the warranty shall not apply to used or second-hand Products, in case of defects of Products caused by inappropriate conditions of storage, transport, custody, maintenance, display or sale by the Buyer (and/or by third parties) or defects of the Products due to fault of the Buyer (or of third parties), or failure to comply with the instructions and indications for use provided for by Company.

Vračilo izdelkov

21. Brez odobritve podjetja vračilo izdelkov ni dovoljeno. Tudi ko podjetje pisno odobri vračilo izdelkov, je kupec dolžan o tem obvestiti podjetje. Vrnjene izdelke je vedno potrebno dostaviti s pariteto DDU – dobavljeno in neocarinjeno (Incoterms 2010) Šempeter pri Gorici, Slovenija.

V kolikor izdelek, ki ga je potrebno na novo izdelati oz. zamenjati, ni več na razpolago, lahko podjetje izdelek zamenja s primerljivim izdelkom, ki ima enake ali boljše specifikacije, kar pa mora primarno odobriti kupec.

Returned Products

No returns of Products shall be allowed unless previously approved in writing by Company. The Buyer shall, therefore, inform Company in writing before the Products approved for return are shipped. Returned Products shall always be delivered DDU (Incoterms 2010) Company Šempeter pri Gorici, Slovenia.

In case the product is no longer in production at the time of the complaint / replacement, or is not produced in the same version (shape, colour, material or finish, electronics, optics etc. ...), Company may replace the product with a comparable product that can show equal or better performance/features previously agreed with the Buyer.

Pravo

22. Napisani splošni prodajni pogoji in vse prodajne odločbe se urejajo in razlagajo v skladu s slovenskimi zakoni.

Governing Law

These General Sales and Conditions shall be governed in accordance with the laws of Slovenia.

Sodna pristojnost in arbitražna klavzula

23. Vsak spor med pogodbenima strankama, ki je nastal iz procesa prodaje ali iz procesa vezanega na prodajo urejajo naslednji splošni prodajni pogoji:

- a) Če ima kupec sedež podjetja registriran v EU, spada spor v pristojnost Okrajnega sodišča v Novi Gorici.
- b) Če ima kupec sedež podjetja registriran izven EU, rešuje vsak spor eden ali več arbitrov, ki so imenovani v skladu z Gospodarsko zbornico Slovenije. Vsak spor, nesoglasje ali zahtevek, se dokončno reši v arbitražnem postopku s skladu z Arbitražnimi pravili Stalne arbitraže pri Gospodarski zbornici Slovenije.

Arbitraža poteka v Novi Gorici in sicer v angleškem jeziku.

Competent Jurisdiction and Arbitration Clause

Art. 23 Any dispute between the Parties arising out of or in connection with the sales ruled by these General Conditions of Sale:

- a) shall be submitted to the exclusive jurisdiction and sole venue of the Courts of Nova Gorica, Slovenia if the Buyer has its registered offices within the EU;
- b) shall be settled by one or more arbitrators appointed in accordance with the Rules of Conciliation and Arbitration of the National and International Chamber of Commerce of Ljubljana, Slovenia if the Buyer has its registered offices outside the EU. The arbitrator or the arbitrating body will decide according to the applicable law and the award shall be deposited by the arbitrating body at the Secretary of the Chamber of Commerce of Ljubljana within 6 (six) months from the constitution of the arbitrating body. The arbitration shall take place in Nova Gorica and will be held in English language.

Neuraden prevod

Art. 24 Vsak neuraden prevod Splošnih prodajnih pogojev in drugih pogodbenih dokumentov v kateri koli drugi jezik, je sprejemljiv samo pogojno. V primeru, da so splošni pogoji napisani v jeziku, ki ni slovenščina, bo v primeru neskladja med prevodom in besedilom obveljalo kot uradno slovensko besedilo.

Art. 24 Any translation of these General Sales Terms and Conditions as well as any other contractual documents in any language other than English shall be deemed for courtesy purposes only. In case of any discrepancy of the courtesy translation with respect to the English version the latter shall prevail.