

EA ELEKTRONIKA d.o.o.

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GENERAL BUSINESS CONDITIONS

GENERAL BUSINESS CONDITIONS OF EA ELEKTRONIKA d.o.o. COMPANY

1. GENERAL

General business conditions of EA elektronika d.o.o. Company (hereinafter business conditions) are used in contractual relationships between EA elektronika d.o.o. Company and other legal entities or natural persons (hereinafter: customer) and are valid for the sale of goods, materials, products and services offered by EA elektronika d.o.o. Company (hereinafter: goods or services). By issuing an order or signing a contract the customer accepts and acknowledges the company's general business conditions, valid on the day of the order, and fully agrees with them. General conditions are an integral part of an order or a contract signed between the customer and EA elektronika d.o.o. Company.

Buyer's or any other conditions apply only if they have been agreed upon in writing.

2. OFFERS, ORDER CONFIRMATIONS

EA elektronika d.o.o. Company's offers are binding from the date on the contract. On the order form the customer is obliged to state the number of the offer (if it exists). EA elektronika d.o.o. Company issues a written order confirmation. If order confirmation is not issued, the invoices issued for the goods accepted with conditions count as order confirmation, but only after 8 days of issuing. If the customer accepts the company's offer by sending an order with changed or added conditions, it counts as if the customer has rejected the first order and issued a new one under changed conditions. This new order is considered accepted only after EA elektronika d.o.o. Company confirms it in writing. Until the customer and EA elektronika d.o.o. Company confirm in writing new order conditions, the order in question counts as unconfirmed and the company is under no obligation to carry it out.

3. ORDERS, CONTRACTS

Customer can order via the following:

- www.ealelektronika.com web page
- e-mail
- telephone
- in person at the company's headquarters
- in writing
- on fairs and presentations

Only written orders are binding for EA elektronika d.o.o. Company. If the customer cancels the order/contract he is obliged to reimburse EA elektronika d.o.o. Company for all the costs that arose as a consequence of the cancellation.

4. DELIVERY PERIODS

If not defined otherwise, the delivery period starts on the date stated on the written order confirmation from EA elektronika d.o.o. Company. Date of delivery is the day the goods were dispatched from EA elektronika d.o.o. Company's warehouse, or 14 days after the customers has been notified that the goods are ready for the takeover, or the day the service ordered has been rendered. If the customer demands change of delivery period or any other condition, EA elektronika d.o.o. Company reserves the right to change commercial conditions of the delivery.

5. DELIVERY AND COLLECTION

Customers can:

- collect the goods in person at EA elektronika d.o.o. Company's headquarters
- order goods delivered via mail or groupage shipment
- leave the delivery of the goods to EA elektronika d.o.o. Company

Goods prepared for collection in person have to be collected in 14 days, after which EA elektronika d.o.o. Company can send them to customer's address or return them to storage on customer's costs and risk. In this case the delivery is considered as carried out and EA elektronika d.o.o. Company is entitled to issue an invoice to the customer.

EA elektronika d.o.o. Company commits to send out the goods, ordered before 1 pm, on the same day (if the goods ordered are in stock). If goods are not in stock they will be sent as soon as possible.

EA elektronika d.o.o. Company can deliver the ordered goods in person, via mail or in another way. When customer opts for personal delivery by EA elektronika d.o.o. Company the company reserves a right to charge the customer with delivery costs or to execute the delivery in accordance with its planned route, which may result in delivery being postponed for up to several days.

If order confirmation or contract does not specify delivery method, the default pickup and payment location is EA elektronika d.o.o. Company's headquarters, where customer ordered the goods.

6. PAYMENT TERMS

The customer is obliged to pay the invoice before the set payment deadline. If customer is late with the payment the company reserves a right to charge statutory late payment interests. First purchase (if not agreed upon differently) is paid via pro forma invoice. For all further purchases a contract is signed or payment conditions are agreed upon for each order individually. If the customer is late with payments EA elektronika d.o.o. Company reserves the right to change the payment deadline for currently ordered goods or cancel the order/contract. In case of a complaint the customer is required to pay the undisputed part of the invoice before the set payment deadline according to Code of Obligations (Ur. I. RS, No. 97/2007). The customer is not entitled to delay the payment or offset counter demands unless they have been recognized by EA elektronika d.o.o. Company or finally substantiated. If the customer is late with payment, or his inadequate liquidity comes to light, or he is unable to ensure adequate security or guarantee for the payment of claims, all existing claims towards EA elektronika d.o.o. Company are immediately due. For orders worth less than 200.00 euro (excluding VAT) EA elektronika d.o.o. Company reserves the right to immediate (cash) payment or payment via pro forma invoice.

7. DISCOUNTS, BONUSES, MALUSES

Discount for the purchase of goods is subject to agreement between the customer and EA elektronika d.o.o. Company. According to customer's status (wholesale, retail, electrician, private entrepreneur, etc.) EA elektronika d.o.o. Company ensures discounts defined in the contract or individual order. Parties agree on the amount of discount when order is being placed, and the discount is based on the products, quantity, payment deadline and market conditions. If the customer does not uphold the contract, set quantities or payment deadlines, EA elektronika d.o.o. Company can renounce the right to the agreed upon discount without notification and can issue a debit note for partial or total amount of the discount 8 days after invoice's due date. Debit note for the discount can be issued up to one year after invoice's due date, if the invoice in question has not been paid in time. Debit note is sent in the form of an invoice to customer's address with standard or insured mail.

8. RETENTION OF TITLE

EA elektronika d.o.o. Company reserves a property right over the goods that are the subject of sale until those goods have been paid for completely – including possible reprimands, execution costs and late payment interest. If the subject of the sale are goods that have to be installed or in any way assembled with another object, EA elektronika d.o.o. Company gains ownership share in the newly created item. Until the payment is complete the ownership share is proportionate to the value of the sold goods. The customer must undertake all measures to ensure the protection of EA elektronika d.o.o. Company's property or ownership right over EA elektronika d.o.o. Company's goods until all the demands have been met.

9. WARRANTY

Warranty period is defined in the offer and/or order confirmation, or warranty list. If not specifically defined the warranty period is 12 months. The customer is required to inspect the state of the goods before they are unloaded and document any damage sustained before unloading with a report, including photographs. The customer is required to report in writing any derogation of the delivered goods in quality or quantity immediately after it is noticed, in order not to lose the right to a complaint. Upon EA elektronika d.o.o. Company's demand the customer has to return the goods that are the subject of a complaint (or individual pieces of such goods) immediately to ensure eligibility of a complaint. Failure to do so results in the customer losing the right to a complaint. If a complaint is successful costs of recall are covered by EA elektronika d.o.o. Company and if not, by the customer. All requests concerning warranty have to be filed in writing as complaint proceedings and have to include type and time of malfunction and information needed to identify the product. If necessary, EA elektronika d.o.o. Company's expert can verify the accuracy of information and circumstances of malfunction (at the place it occurred). Until the complaint is resolved the customer is not allowed to use or sell the goods or he loses all rights regarding the complaint. If EA elektronika d.o.o. Company finds out that the complaint is legitimate it has to present a suggestion of settlement by lowering the price or replacing the goods – based on the type and level of damage to the item(s). If goods have damage that requires replacing them, the additional time necessary for the delivery of new goods does not count as late delivery in relation to the first delivery period. EA elektronika d.o.o. Company does not guarantee for damage sustained due to unprofessional use or unauthorized or unprofessional interference with the goods, unauthorized or unprofessional montage, unprofessional start, unprofessional unloading, wrong technical parameters supplied by the customer or unprofessional or careless handling of the goods by the customer or third parties. For goods not manufactured or in any other way processed by EA elektronika d.o.o. Company, the company ensures the customer the same warranty and licence conditions as the manufacturer of the supplied goods (if such conditions exist).

10. REPAIRS

During the warranty period repairs on products can only be undertaken by an authorized person. Repairs are possible at EA elektronika d.o.o. Company's headquarters. For repairs on a building EA elektronika d.o.o. Company reserves the right to charge travel expenses. To ensure quicker response time replacement with another product (of the same type) counts as repair.

11. RESIGNATION

EA elektronika d.o.o. Company has a right to resign from the contract/order under the following conditions:

- if it is, due to higher power, strike or other circumstances not caused by the company, unable to fulfil contractual obligations;
- if the customer is more than 30 days late with payment;
- if the customer supplied false information regarding his obligations, which could endanger customer's ability to meet his obligations towards EA elektronika d.o.o. Company;
- if any other customer's action or situation can have a negative effect on EA elektronika d.o.o. Company's economic situation.

12. LIABILITY LIMIT

It is customer's job to prove liability or entitlement to compensation. EA elektronika d.o.o. Company is not responsible for damage due to minor negligence. It is also not liable for indirect, consequential or unpredictable damage, loss of profit or income due to shortfall of goods, potential loss of market or similar reasons. The amount of warranty, compensation or other liabilities of EA elektronika d.o.o. Company cannot exceed the billed value of ordered goods.

13. VALIDITY OF GENERAL BUSINESS CONDITIONS

EA elektronika d.o.o. Company's general business conditions enter into force on 1.1.2016 and are valid until revocation. General conditions are published on EA elektronika d.o.o. Company's web page (www.ealelektronika.com).

14. APPLICABLE LAW

All issues not covered by the general business conditions are a subject of Slovenian law, especially Code of Obligations (Ur. I. RS, No. 97/2007).

15. DISPUTE SETTLEMENT

The settlement of any dispute that might arise is under exclusive jurisdiction of Slovenian court and territorial jurisdiction of the place of EA elektronika d.o.o. Company's headquarters.