

SPLOŠNI PRODAJNI POGOJI**I. VELJAVNOST**

Splošni pogoji prodaje so sestavni del prodajnih poslov, v kolikor kupec izrecno s pisno izjavo ni zavrnil njihove uporabe. Vse morebitne spremembe splošnih pogojev morajo biti dogovorjene pisno. Morebitne spremembe splošnih pogojev se uporabljajo z dnem objave na internetni strani www.vamar.si.

II. CENE IN PLAČILNI POGOJI

Za posamični prodajni posel veljajo cene, navedene na potrditvi naročila. VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. si pridržujejo pravico do spremembe cen v primeru, da se nabavne cene vhodnih materialov zvišajo za 3% ali več (od dneva potrditve naročila do dneva dogovorjene dobave blaga). Če ni drugače dogovorjeno, veljajo vse cene EXW Maribor. Obveznost zapade v plačilo v rokih, določenih na izstavljenih fakturah. Za nepravočasno plačilo si VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. pridržujejo pravico zaračunati zakonite zamudne obresti, in to od dneva zamude dalje do plačila.

III. PRAVICA DO ODSTOPA OD POGODBE

V primeru, da se po potrditvi naročila okoliščine na strani kupca spremenijo, tako da bo po mnenju družb VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. izpolnitev obveznosti na strani kupca otežena ali onemogočena, si VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. pridržujejo pravico, da zahtevajo ustrezno zavarovanje posla. V kolikor se s kupcem ni mogoče dogovoriti za ustrezno zavarovanje oziroma ponujeno zavarovanje po mnenju VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. ni ustrezno, imajo VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. pravico odstopiti od pogodbe, pri čemer ne odgovarjajo za morebitno škodo.

IV. DOBAVA BLAGA

Okvirni dobavni rok je naveden na potrditvi naročila. VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. si v primerih višje sile, zastojev v proizvodnji, strojeloma ali drugih izrednih dogodkov pridržujejo pravico do podaljšanja dobavnih rokov, in sicer za čas trajanja izrednega dogodka. V primeru, da dogodki, naštetih v prejšnjem stavku, trajajo več kot 3 mesece, si VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. pridržujejo pravico brez stroškov odstopiti od pogodbe. Kupec je dolžan naročeno blago prevzeti in prevzem potrditi na spremni dokumentaciji. VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. si izrecno pridržujejo pravico do delnih izpolnitev naročila.

V. PRIDRŽEK LASTNINSKE PRAVICE

Dobavljeno blago ostane last družb VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. do popolnega poplačila. V primeru predelave, obdelave, spojnitve ali pomešanja družbe VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. ostanejo lastniki blaga do dokončnega poplačila na ustreznem solastnem deležu nove stvari. V primeru nadaljnje prodaje kupec blaga vnaprej assignira vse terjatve, izvirajoče iz nadaljnje prodaje, na družbe VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. do dokončnega poplačila.

VI. JAMČEVANJE ZA NAPAKE

Kupec je dolžan očitne napake blaga grajati takoj ob prevzemu, skrite napake pa najkasneje v roku 6 mesecev od prevzema blaga, sicer izgubi pravico iz naslova jamčevanja. Prodajalec ne jamči za napake blaga, če je bilo le-to 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 popravilo, znižanje cene ali nadomestno dobavo blaga. Navedeno predstavlja edine pravice kupca iz naslova jamčevanja za napake.

VII. ODGOVORNOST

VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. jamčijo, 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 zavežejo nadomestiti oz. popraviti grajeno blago. Za škodo zaradi izgube proizvodnje, izgube dobička, izgube poslovnega interesa in druge oblike posredne škode VAMAR, d.o.o., VAMAR TT, d.o.o. in VAMAR inženiring, d.o.o. ne odgovarjajo. V vsakem primeru je odgovornost omejena do višine vrednosti reklamiranega blaga.

VIII. SODNA PRISTOJNOST

Vsi spori se presojajo v skladu s slovenskim pravom. V primeru spora je krajevno pristojno sodišče v Mariboru.

IX. POSLOVNA SKRIVNOST

Vsi elementi prodajnih poslov se obravnavajo kot poslovna skrivnost in jih ni dovoljeno posredovati nepooblaščenim osebam. Obveznost varovanja poslovne skrivnosti se nanaša tako na čas izvrševanja pogodbe, kot tudi za čas po tem, razen če se pogodbene stranke ne dogovorijo drugače.

GENERAL CONDITIONS OF SALE**I. VALIDITY**

General conditions of sales are an integral part of sales transactions, except in cases where the buyer rejects application thereof by an explicit declaration in writing. Each amendment or derogation from general conditions of sales shall be agreed in writing. Changes and amendments of General conditions of sale shall apply when published on internet site www.vamar.si.

II. PRICES AND TERMS OF PAYMENT

The prices, indicated on the order confirmation shall apply to an individual sales transaction. VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. shall reserve the right to change the price in case when the purchase prices of input materials increase by 3% or more (from the date of the order confirmation to the date of the agreed delivery of the goods). Payment shall fall due on the dates, indicated on the issued invoices. In case of delayed payment VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. shall reserve the right to charge interest, from the date of delay of the payment.

III. ANTICIPATORY BREACH

In case of material adverse effect occurred on the side of the buyer after order confirmation VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. are entitled to request additional securities. In case agreement regarding additional securities cannot be reached or VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. deem offered securities as not suitable, VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. can exercise their right to terminate the agreement, no costs to be borne by VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o.

IV. DELIVERY OF THE GOODS

Framework delivery date is indicated on the order confirmation. In case of force majeure, standstills in production, breakdown of machines or other extraordinary events, VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. shall reserve the right to extend delivery times for the period of time 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 the individual delivery for more than 3 months, VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. have the right to terminate the agreement, no costs to be borne VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. explicitly reserve the right to partial fulfilment of orders.

V. RESERVATION OF TITLE

The delivered goods shall remain the property of VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. until they have been paid in full. In case of conversion, after-treatment, joining or mixing, the corresponding co-ownership share of the new item shall remain the property of VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. until the payment has been made in full. In case of resale the buyer of goods shall assign in advance all the receivables, arising from resale, to VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. until the payment has been made in full.

VI. WARRANTY FOR DEFECTS

Buyer shall notify obvious defects immediately upon taking over the goods and hidden defects within 6 months after taking over the goods. Failing to do so, the buyer shall not be entitled to the warranty rights anymore. VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. shall not warrant for the defects of goods if they were used for the purposes not known at the time when the contract was concluded. VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. shall not warrant for hidden or obvious defects of the goods after 6 months of the date of delivery. In case of justified complaint, the buyer shall have the right to demand the goods to be repaired, the price to be decreased or the goods to be replaced. The aforementioned shall represent sole remedy of the buyer for defects.

VII. LIABILITY

VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. warrant that the delivered goods shall have no defects and shall comply with the specification on the order and order confirmation. In case of non-compliances from the agreed quantity or quality, VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. shall undertake to replace or repair the defective goods. VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. 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 or for any other kind of indirect damage. Liability of VAMAR, d.o.o., VAMAR TT, d.o.o. and VAMAR inženiring, d.o.o. is limited to the amount of individual sales transaction under claim.

VIII. LEGAL JURISDICTION

All disputes shall be dealt with in accordance with Slovenian substantive law. In case of disagreement, the court in Maribor shall be competent.

IX. BUSINESS SECRET

All elements of sales transactions shall be treated as a business secret and cannot be transmitted to unauthorized persons. The obligation of professional secrecy applies both to the time of execution of the contract and to the subsequent period, unless the parties agree otherwise.