

## SPLOŠNI NAKUPNI POGOJI

### I. Veljavnost

Splošni nakupni pogoji so sestavni del nakupnih poslov, v katerih kot kupec sodeluje Acroni ali hčerinske družbe in se nahajajo na hrbtni strani pogodbe ali so sestavni del pogodbe, razen v primeru, da sta pogodbeni stranki izrecno in s pisnim sporazumom zavrnili njihovo uporabo. Vsaka sprememba ali odstopanje od splošnih nakupnih pogojev mora biti dogovorjeno pisno.

### II. Cene in plačilni pogoji

Za posamični nakupni posel veljajo cene, ki so navedene na naročilu Acronija in potrjene s strani prodajalca. Od dneva potrditve naročila dalje spremembe cen niso možne in veljajo za fiksne.

Obveznost zapade v plačilo v rokih, določenih v potrjenem naročilu. Za nepravočasno plačilo pripadejo prodajalcu 70% zakonitih zamudnih obresti, in sicer od dneva zamude dalje do dneva plačila.

### III. Dobava blaga

Prodajalec je dolžan Acroniju dobaviti blago v roku, ki je naveden na naročilu Acronija in potrjen z njegove strani.

Prodajalec je dolžan blago v dobavnem roku dobaviti do prevzemnega skladišča Acronija, kjer je pogodbeni kraj izročitve blaga. Rok za dobavo blaga je bistvena sestavina pogodbe.

Nevarnost za uničenje in poškodovanje blaga do izročitve Acroniju nosi izključno prodajalec.

Acroni ni dolžan sprejeti delne izpolnitve naročila in lahko v tem primeru v celoti odstopi od pogodbe.

V primeru zamude z dobavo blaga dolguje prodajalec Acroniju za vsak dan zamude znesek v višini 0,1% od pogodbene cene celotnega blaga.

### IV. Odgovornost

Prodajalec odgovarja za stvarne in pravne napake blaga.

Prodajalec izrecno jamči, da je blago pred izročitvijo natančno pregledal in da je dobavljeno blago brez vseh napak in točno v skladu s potrjenim naročilom. V primeru, da ima blago kakršnekoli napako, ki se je pokazala kasneje, se šteje, da je prodajalec za to napako vedel, ne glede na dejstvo, ali gre za očitno ali skrito napako.

### V. Jamčevanje za napake

Acroni je dolžan blago na običajen način pregledati ali ga dati na pregled po izročitvi in takoj po tem, ko je to po normalnem teku stvari mogoče. Acroni je dolžan očitne napake blaga grajati nemudoma po pregledu, skrite napake pa nemudoma po tem, ko so bile odkrite, sicer izgubi pravice iz naslova jamčevanja.

Prodajalec jamči za skrite ali očitne napake blaga v roku 12. mesecev od dneva izročitve. Acroni ima v primeru upravičene reklamacije po svoji izbiri pravico zahtevati izpolnitev pogodbe, znižanje cene, ali odstopiti od pogodbe. Poleg jamčevalnih zahtevkov ima Acroni pravico zahtevati povrnitev navadne škode in izgubljenega dobička.

### VI. Sodna pristojnost

Za razmerja med pravnima strankama se uporablja pravo Republike Slovenije. Pogodbeni stranki sta sporazumni, da je za reševanje sporov pristojno stvarno pristojno sodišče v Kranju.

## GENERAL CONDITIONS OF PURCHASE

### I. Validity

General conditions of purchase are an integral part of purchasing transactions in which Acroni or its subsidiaries are engaged, and they can be found on the reverse of the contract or they are an integral part of the contract, save in case where the contracting parties reject application thereof by an explicit agreement in writing. Each amendment or derogation from general conditions of purchase shall be agreed in writing.

### II. Prices and terms of payment

The prices, indicated on the order by Acroni and acknowledged by the seller shall apply to an individual purchasing transaction. It shall not be allowed to change the prices when the order has been acknowledged and the prices shall be regarded as fixed.

Payment shall fall due on the dates, indicated on the order acknowledgement. In case of delayed payment the seller shall have the right to 70% of the interest on late payments, laid down by law, from the date of delay to date of payment.

### III. Delivery of goods

The seller shall be obliged to deliver the goods to Acroni within the period of time indicated on the Acroni order, acknowledged by the seller.

The seller shall be obliged to deliver the goods within the agreed delivery time to the Acroni delivery warehouse, which is the contractually agreed delivery place. Delivery time shall be an essential part of the contract.

The risks of destruction or damaging the goods shall be born exclusively by the seller until the goods are delivered to Acroni. Acroni shall not be obliged to accept partial deliveries and if the latter is the case Acroni shall have the right to rescind the contract.

In case of late delivery the seller shall pay Acroni 0.1% of the total contractual value of the goods per day of delay.

### IV. Liability

The seller shall be responsible for factual and legal defects of the goods. The seller shall specifically warrant that the goods have undergone a thorough inspection prior to the delivery and that the goods have no defects and comply with the acknowledged order. In case of any defects of the goods which become evident subsequently, it shall be regarded that the seller knew about the defect irrespective of whether it is an obvious or a hidden defect.

### V. Warranty for defects

Acroni shall be obliged to inspect the goods in the usual way or have them inspected after the delivery or as soon as possible in the normal course of events. Acroni shall complain about obvious defects immediately after the inspection, and about hidden defects immediately when they are discovered. Failing to do so, Acroni shall not be entitled to the warranty rights anymore.

The seller shall warrant for hidden or obvious defects of the goods in the period of twelve months of the date of delivery. In case of a justified complaint Acroni shall have the right, at its discretion, to require the contract to be performed, the price to be decreased or it may rescind the contract. In addition to warranty claims Acroni shall have the right to claim compensation for the damage and for the loss of profit.

### VI. Legal jurisdiction

The law of the Republic of Slovenia shall be applicable to the relationships between the parties to the dispute. The contracting parties hereby agree that the Court in Kranj shall have the subject matter jurisdiction in disputes.