

The company **ANTON BLAJ, proizvodnja, trgovina in storitve d.o.o.**, Griže 9, 3302 Griže, hereby adopts and publishes, pursuant to Article 120 of the Code of Obligations of the Republic of Slovenia (Official Gazette of the RS no. 83/2001), the following

## **THE GENERAL TERMS AND CONDITIONS FOR THE SALE OF MERCHANDISE**

### **1. Area of application**

- 1.1. The General Terms and Conditions for the Sale of Merchandise (hereinafter also referred to as: the General Terms and Conditions or the Terms and Conditions) shall apply to all legal relations entered into between the Seller in the capacity of a seller and the Customer in the capacity of a buyer whereby the primary undertaking of the Buyer is to acquire merchandise from the Seller.
- 1.2. The General Terms and Conditions shall apply *mutatis mutandis* to other matters not expressly referred to in the preceding paragraph hereunder subject to the Parties agreeing on their application or the Seller informing the other Party on their application.
- 1.3. The General Terms and Conditions shall apply and be binding on the Customer with regard to all sales made by the Seller, which have been agreed after the date the Customer was familiarised herewith. By accepting the General Terms and Conditions, the Customer expressly agrees that the General Terms and Conditions shall be binding on the Customer with regard to any and all future orders from the Seller, notwithstanding their type and subject and not necessitating the General Terms and Conditions being confirmed upon each order. By accepting the General Terms and Conditions, the Customer expressly agrees to any supplements and revisions of the General Terms and Conditions as published on the website [www.blaj-fasteners.com](http://www.blaj-fasteners.com).

### **2. Definition of Terms and Interpretation of the General Terms and Conditions**

- 2.1. The terms used herein shall have the following definition:
  - 2.1.1 **Business Day** shall mean any day except for Saturdays, Sundays and public holidays in the country of the Customer's registered office.
  - 2.1.2 **Customer** shall mean any person who is a contractual partner of the Seller in contractual relations to which the General Terms and Conditions apply, as specified in greater detail in Section 1 hereof.

- 2.1.3 **Master Agreement** shall mean any agreement made between the Customer and the Seller in order to provide for a general arrangement of their relations concerning the entry into individual Contracts (deliveries).
- 2.1.4 In case the General Terms and Conditions require a Party to act in **writing**, it shall mean a signed copy submitted by mail, fax, as scanned attachment by e-mail or by using some other method enabling reliable communications unless the General Terms and Conditions contain stricter specifications of form for a particular case. If the form in writing is specified herein, the form in writing shall be a condition for the act to apply (*forma ad valorem*) and the Parties expressly agree that its use shall not be merely to prove an act.
- 2.1.5 **Contract** shall mean any contract made between the Seller and the Customer having the subject matter falling under the scope hereof, as specified in greater detail in Section 1 hereof. **Contract** shall also mean a specific agreement or arrangement regarding the will of the Parties concerning the essential elements of a purchase or delivery, as specified in Article 3.3 hereof.
- 2.1.6 **Parties** shall mean the Customer and the Seller.
- 2.1.7 **Terms and Conditions** or General Terms and Conditions shall mean these General Terms and Conditions for the Sale of Merchandise.
- 2.1.8 **Seller** shall mean **ANTON BLAJ, proizvodnja, trgovina in storitve d.o.o.**, Griže 9, 3302 Griže, Slovenia, Company ID No. 6498485000.
- 2.2. The following shall apply hereto (unless the context requires otherwise or a different meaning is expressly specified):
- 2.2.1 words in singular form include plural form and vice versa; references to persons or enterprises include their legal successors or assignees;
- 2.2.2 references to an indent, provision, attachment or annex shall be interpreted as references to an indent, provision, attachment or annex of the Contract;
- 2.2.3 references to a Contract shall be interpreted as references to a Contract as may be amended or supplemented from time to time, where the applicable version at the time shall be binding in terms of reference and application;
- 2.2.4 titles and tables of contents have been included for ease of reference only and shall have no bearing on the interpretation hereof;
- 2.2.5 references to "regulations" shall include references to the laws and regulations applicable at the time and to the relevant constitution, law, decree, norm, rule and regulation;

- 2.2.6 the words "including" and "in particular" shall be construed solely as a means of illustration or highlight and may be construed neither as a restriction on the general application of any of the preceding words nor causing such a restriction.
- 2.3. The Parties shall agree on a hierarchy of application of agreements concerning Contracts, namely the following shall apply to all Contracts:
  - 2.3.1 provisions of the Contract;
  - 2.3.2 provisions of any Master Agreement made with the Customer unless specified otherwise in the Contract;
  - 2.3.3 provisions of these General Terms and Conditions unless specified otherwise in the Master Agreement or the Contract;
  - 2.3.4 laws, regulations, general guidelines and professional standards in force at the time of entry into Contract, in their latest applicable version, unless specified otherwise in the General Terms and Conditions, the Master Agreement or the Contract.
- 2.4. It shall be deemed that all elements under Article 2.3 hereof are a constituent part of each Contract.
- 2.5. By the acceptance hereof, the Customer expressly agrees that no general or other terms and conditions of the Customer shall apply to Contracts unless specified otherwise in the Contract.

### **3. Entry into Contracts**

- 3.1. All offers of the Seller and orders of the Customer shall be deemed accepted by the other Party by a confirmation in writing. The Seller may cancel an offer, regardless of the form used to make it, at any time and by using any means, until the Customer's acceptance thereof.
- 3.2. If the Seller's offer specifies that it is a non-binding offer, made as information only or having other such elements, the offer shall result in no obligation on the part of the Seller whatsoever; instead, it shall have the legal nature of a request for proposal made to the Customer.
- 3.3. Unless specified otherwise between the Parties or herein, a Contract (as an agreement between the Parties on a specific delivery) shall be made when a Party submits an order or offer in writing, as the case may be, to the other Party and the latter confirms it in writing. Silence of a Party shall not constitute order confirmation.

#### **4. Subject Matter of the Contract**

- 4.1. The subject matter of the Contract shall be the sale and purchase of goods and services covered by the area of application hereof, as specified in Section 1 hereof.
- 4.2. Unless expressly agreed otherwise, the Seller shall hand over the merchandise to the Customer on Seller's business premises and shall not be responsible for transport and the Customer shall accept and transport the merchandise within the agreed delivery deadline or bear warehousing costs.
- 4.3. The Customer shall bear the risk and cost of accidental destruction or deterioration of condition of the merchandise/subject matter of the Contract from the moment of loading of the merchandise to transport vehicles on Seller's business premises.
- 4.4. The Seller shall retain the title of ownership of the subject matter of the Contract until the Customer settles in full their obligations to the Seller arising from the Contract or other arrangements (title retention clause). The Seller may request from the Customer at any time to have the signature of the latter on the Contract (or order or acceptance of offer under Article 3.3 hereof) certified by a notary public in the Republic of Slovenia or abroad, by an apostille if required for the country in question. The Seller may unilaterally link the entry into force of a Contract (or agreement on a delivery) to such signature certification requirement, notwithstanding Article 3.3 hereof.
- 4.5. In the case of a legal resale of the subject matter of the Contract to third parties in good faith by the Customer, the Seller shall acquire a claim against the third party arising from the purchase price owed by the third party to the Customer (extended retention of title). In relation between the Customer and the Seller, such agreement shall be deemed assignment of the claim where the Customer shall inform the third party on the assignment; the Customer may not enter into an agreement with the third party prohibiting the assignment of the claim to the Seller. If the claim cannot be enforced and collected from the third party (either partially or in full), the Customer shall be liable to the Seller for any loss arising from the inability to collect the claim, notwithstanding any liability of the assignor under the law.

#### **5. Contract Price**

- 5.1. The contract price shall be fixed and paid by the Customer in full amount, with no offset, withholding or any deduction whatsoever. The cash payment processing cost shall be borne by the Customer whereas the fee of the Seller's bank related to the remittance shall be paid by the Seller.

5.2. The agreed contract price shall be topped by the applicable VAT and any and all duties, taxes, customs duties, tariffs and/or similar levies, which shall be fully borne by the Customer.

5.3. No price change shall be valid unless it is made in writing.

## **6. Payment**

6.1. The payment deadline shall be 15 days.

## **7. Handing Over the Merchandise to the Customer**

7.1. The Seller shall hand over the merchandise to the Customer within the agreed deadline. If no deadline is agreed, the Seller shall determine one with regard to their usual delivery deadlines and inform the Customer thereof.

7.2. In case the order is changed by the Customer, the Seller shall consider the change if it is still possible given the Seller's production process; however, the Seller shall be under no obligation to comply in case the work has already begun, the material has already been ordered etc. unless the Customer agrees to an appropriate price increase. If an order is changed, the delivery deadline shall be set anew unless agreed otherwise by the Parties.

7.3. The Customer shall examine the merchandise immediately upon take over. The Customer shall give notice of any evident defects on the merchandise within eight days or lose all rights related to defects on the supplied merchandise.

## **8. Seller's Warranty**

8.1. The Seller shall give limited warranty for defects on the merchandise. The Seller shall be liable for any defects on the merchandise exclusively in case the supplied merchandise does not comply with the agreed merchandise specification or is unsuitable for its ordinary use. The Seller shall give no warranty of the merchandise being suitable for any purpose other than its ordinary use even if the Seller is familiar with such intent of the Customer, unless the Parties expressly agree otherwise in writing.

8.2. The warranty for defects on the merchandise applies exclusively to the subject matter of delivery. The Seller shall give to the Customer no warranty whatsoever regarding profit lost, reflected loss or loss incurred on other items of the Customer or in their production process as a result of defects on the Seller's merchandise. The Seller's liability for damages and liability for defects on the merchandise shall be in any case limited to the value of the defective merchandise.

## **9. Cancellation and Suspension of the Contract**

- 9.1. The Seller may at any time cancel a Contract (or any agreed delivery) if the Customer owes to them any payment due notwithstanding whether it has legal grounds in the Contract or elsewhere. If the Seller cancels for the reason stated above, the Customer shall be liable for payment of any loss incurred.
- 9.2. The Seller may at any time unilaterally suspend all further deliveries of goods or services under any Contract or other legal grounds, regardless of the contractual delivery deadline, if the Customer owes to them any payment due notwithstanding whether it has legal grounds in the Contract or elsewhere. The deadline for the delivery of the merchandise under the Contract shall be extended in such a case for the period in default and an additional eight days.
- 9.3. If the Customer no longer conducts its regular business activities or is unable to meet obligations due or enters, by own or third-party initiative, into insolvency proceedings or liquidation or bankruptcy administration or claims are assigned to creditors or if a justified payment delay (or the aggregate of several justified payment delays) exceeds 60 days, the Seller may immediately cancel the Contract, resulting in no liability for any loss or costs incurred. The Parties may agree in such a case on the measures to mitigate loss.

## **10. Payment Security**

- 10.1. The Seller may request from the Customer a security for payment of the contract price in case the agreed contract price is not fully paid in advance upon the order, even if no such security is agreed beforehand in the Contract. The Customer shall provide the security within three Business Days. The Customer agrees that appropriate security includes an enforcement draft for payment of all supplied goods and services in the contractually agreed amount and deadline or another suitable security instrument. If the Customer's bank account is frozen or was frozen within the last six month, suitable security may include a guarantee given by a prime bank for the entire purchase price amount or immediate payment of the full purchase price amount.
- 10.2. The Seller may unilaterally withhold all further deliveries of goods and services under the Contract, notwithstanding the contractual delivery deadlines, until the Customer hands over to the Seller security instruments referred to in the previous indent hereunder. Any delay in the submitting of security shall automatically extend the agreed delivery deadline by the period of delay extended by further eight days.

## **11. Assignment of Rights**

- 11.1. The Seller may perform their obligations by themselves or via third parties.

- 11.2. The Customer may not transfer their claims against the Seller to a third party unless agreed otherwise.
- 11.3. A Party shall immediately notify the other Party in writing on any change in contact or registration information.

## **12. Protection of Intellectual Property Rights**

- 12.1. All intellectual property rights concerning the merchandise shall be held by the Seller. Contracts shall entail no transfer or licensing of intellectual property rights between the Parties.
- 12.2. All intellectual property rights, including copyright on all copyrighted work related to the Contract execution, shall be fully held by the Seller, exclusively and with no temporal or spatial restriction, and including the right to processing and free further transfers.

## **13. Protection of Business Secret**

- 13.1. Each Contract, attachment thereto and all other documents exchanged between the Parties on the basis thereof or in other business relations and communications between them shall be deemed a business secret of the Parties and may not be disclosed to a third party without the consent of the other Party, except:
  - 13.1.1 based on a legal order of a competent body binding on the Party;
  - 13.1.2 if the information had become public without a violation of the Contract.
- 13.2. The Customer is informed that the Seller's business secrets disclosed in the course of Contract execution represent a key competitive advantage of the Seller and their disclosure to third parties could jeopardise the Seller as a going concern. The Customer is therefore aware that any disclosure of business secrets to a third party could result in significant loss to the Seller that could threaten their existence and the Seller as a going concern. Once a Contract has been executed and co-operation with the Seller realised, the Customer shall destroy all data and documents related to the case of co-operation with the exception of those that must be kept under the law, which shall be destroyed as soon as the law permits it.
- 13.3. The obligation to protect business secrets shall remain in force after the expiry hereof or a Contract.
- 13.4. Each Party shall impose on their employees and other persons performing under contracts made with the Party the duty to protect business secrets at least to the extent specified above hereunder and ensure that the duty is performed and

complied with. The Customer shall be liable for any disclosure of business secrets by such persons as if the business secret was disclosed by themselves.

## **14. Notices**

- 14.1. Any notice in accordance herewith shall be made in writing. If a notice is sent by e-mail, it shall be deemed valid only if sent to the e-mail address confirmed beforehand by the other Party as an address for receiving messages.
- 14.2. If sending by registered mail is specified herein, each notice or document made, submitted or served by one Party to the other in accordance herewith shall be served to the other Party at the address provided in the title of the Contract or in the registry unless a notice on the change of address of the other Party was provided to the Party.
- 14.3. Assumption of receipt: Each notice shall be deemed received, unless specified otherwise in the Contract, if
  - 14.3.1 it is a notice in writing served by a courier – on the Business Day of the serving or the following Business Day if it is served after the usual business hours of the recipient; and
  - 14.3.2 it is sent by mail within Slovenia – on the third Business Day after correct sending by registered mail and postage paid on the date specified in the certificate of sending.
  - 14.3.3 a Party rejects attempted serving with no substantiated reason, the notice shall be deemed served on the day following the rejected attempted serving.
- 14.4. All notices in accordance herewith shall be made in Slovenian or, in case the Customer is registered outside Slovenia, in the Contract language. Each Party may give notices in English.

## **15. Amendments to the Terms and Conditions**

- 15.1. The Seller may amend or supplement the Terms and Conditions at their discretion. The amended Terms and Conditions shall apply to all orders made by the Customer after the amendments hereto.

## **16. General Provisions**

- 16.1. Any provision hereof or the Contract becoming void, invalid or unenforceable shall have no effect on the validity or enforceability of any other provision hereof or the Contract.
- 16.2. The acceptance hereof shall exclude the application of any and all previous agreements made by the Parties and the General Terms and Conditions and any

Master Agreement made with the Customer shall supersede all previous agreements with the Customer.

## **17. Governing Law and Dispute Resolution**

- 17.1. All matters not regulated herein or the Contract and the interpretation hereof and the Contract shall be governed by the laws of the Republic of Slovenia (selected law) notwithstanding the rules of international private law of the Republic of Slovenia and the European Union rules concerning the conflict of laws. The application of the Vienna Convention on the sale of goods is hereby excluded.
- 17.2. Any dispute arising herefrom or related hereto may be brought before a court in the Republic of Slovenia having jurisdiction in Ljubljana (agreement on jurisdiction).
- 17.3. The General Terms and Conditions are adopted in three equally valid versions, in Slovenian, English and German.

Griže, 1 December 2014

Anton Blaj d.o.o.

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[www.blaj-fasteners.com](http://www.blaj-fasteners.com)