

1. Subject matter of conditions

These General Sales Conditions shall regulate relationships between the company ISKRA, d.d., Ljubljana, Stegne 21, SI-1000 Ljubljana, Slovenia (herein forth referred to as: Seller or ISKRA, d.d.) and natural and/or legal persons as Buyers (herein forth referred to as: Buyer) of products, services and innovative solutions from the sales range of the company Iskra, d.d. (herein forth referred to as: Goods).

These General Sales Conditions shall refer to all relations between the Seller and the Buyer for the purchase and supply of goods. Any different purchase agreements, contrary provisions in Buyer's quotations, acknowledgements, or any other document that Buyer sends in response to the these General Sales Conditions are hereby rejected and are not binding on Seller, unless the Seller accepts them in writing. If Buyer submits additional and/or different terms and conditions to Seller, or submits a counteroffer, Seller's subsequent performance will not be construed as either acceptance of Buyer's additional and/or different terms and conditions or Buyer's counteroffer.

Buyer will be deemed to have accepted these General Sales Conditions if Buyer transmits to Seller Buyer's written or oral acknowledgement or if Buyer begins purchase of the Goods (begins orders, including the request for a quote).

1.1. Prices

The Seller's formal offers for Goods proposed at specific prices and related payment terms (hereinafter referred to as: Quotes) and Seller's Pro-forma Invoices are based on the prices in the Pricelist, that is issued by the Seller and valid on the day of the confirmation of the Buyer's Order, acceptance of the Seller's Quote or signing of the Contract. The prices of Goods are exclusive of VAT and /or other taxes or duties. The cost of installation or mounting – unless otherwise stipulated shall not be included in the said price.

The Seller has a right to increase the prices of Goods that are part of his inventories and scheduled for delivery to the Buyer and to increase the price of Goods that are in the stage of implementing the Order, by a percentage equal to that of the increase of Prices recorded in the period from the day of the conclusion of the contract between the Seller and the Buyer or the day of accepting the order or accepting the offer, when such increase of Price occurred due to the increased input prices of raw materials or energy costs, changes in exchange rates, increases in material costs, price increases made by sub-suppliers, wage increases, official requests or events of similar nature to which Seller has no effect of only a limited impact.

1.2. Data on Goods

Any information on the specifications of Goods acquired by the Seller or by person affiliated with the Seller, including but not limited to the weight, dimension, capacity, or any other technical information that can be found in catalogs, advertisements, promotional material etc. is for informal purposes only and is binding for the Seller only Quote and/or order confirmation made by the Seller.

1.3. Proprietary information

The Buyer or a person affiliated with the Buyer shall not in any way disclose, distribute or publish confidential and other information obtained during their negotiations with the Seller or information that result from participation in such negotiations (herein forth referred to as: "Confidential information"). The Buyer shall not disclose, distribute, disseminate or publish the confidential information to any natural or legal person without priorly obtained Seller's written consent to such treatment. The Buyer explicitly agrees to prevent any unauthorized disclosure of confidential information and to act with a reasonable degree of care (but in no case less carefully than in protecting its most confidential information) while doing so.

The concept of confidential information in the preceding paragraph includes, but is not limited to: prices, pictures, drawings, descriptions and other technical documentation that is or is likely to be made available to the Buyer by the Seller.

The confidential information shall at all times remain the property of Iskra, d.d.

1.4. Intellectual Property Right

If the Goods are delivered with embedded software, the Buyer obtains the non-exclusive licence for such software and only in a magnitude that allows and enables the use of the software solely for the purposes set out in the Specification of Goods. Aside from this, the Buyer does not obtain intellectual property rights in the form of license, patent, copyright, trademark or any other proprietary rights associated with the Goods. The Buyer does not obtain any right to the source code of the software.

1.5. Restraint on Resale and Use for Certain Purposes

The Goods by Iskra, d.d. are produced for civilian use only thus prohibiting the Buyer to use or resell the Goods for purposes which are in any way related to the chemical, biological or nuclear weapons or missiles that could carry a weapon. The Buyer may not sell Goods to the persons, companies or organizations for which he knows or suspects are associated or affiliated with terrorist activities. Goods may be subject to legal regulations and restrictions and may therefore be subject to limitations in the case of sales to countries or customers who have a ban on exports or imports. Such restrictions must be considered in the case of reselling products in such country or to such customers.

The Buyer is prohibited to resell the goods in a case of doubt or suspicion that the goods may be used for purposes that are listed in the paragraph above. If the Buyer becomes aware or suspects that the conditions were set forth in this Article are a subject to violation, it shall immediately notify the company Iskra, d.d.

1.6. Force Majeure

As an inability to fulfil its obligations under the Contract for which the Seller is not in any way liable are the circumstances such as: force majeure (fire, flood, landslides and other natural disasters), measures of state authorities, riots, protests, wars, terrorist attacks, rebellion, seizure, embargo, strikes, work stoppage carried out by subcontractors, lack of means of transport, raw material shortage, disease, accidents in testing of products, insufficient energy supply or failure or delay in deliveries by subcontractors and all other events that cannot be prevented, eliminated or avoided i.e. the situations in which the seller has no influence.

In case that any of the circumstances described in the preceding paragraphs occurs, the execution of all contractual rights of the Buyer shall be suspended for the period of the duration of the special circumstance or become void, due to permanent inability to execute such rights. In case of late deliveries or cancellation of deliveries due to such circumstances, the Buyer is not entitled to any compensation for the damage that has occurred or the damages that he has endured.

1.7. Partial Invalidity

Invalidity, nullity or inability to perform or implement any of the provisions of these General Sales Conditions shall not affect the legality, validity and capability to enforce the obligations set forth in the remaining provisions of the General Sales Conditions. Thus being the case when the invalid, null or non-executable clause/provision is neither a contractual condition nor a critical angle for which the contract was concluded.

1.8. Applicable law and disputes

In case of disputes between the Buyer and the Seller regarding the rights and obligations, arising from their contractual relationships, the law applied in the solving of the dispute shall be the legislation of the Republic of Slovenia, with the court solving the dispute being the competent court in the Republic of Slovenia.

2. Contracts

2.1. Orders

All orders, including the request for a quote and Sellers Quotes (hereinafter referred to as: The Orders or Contracts), shall be submitted to the Seller in writing. It shall be deemed that the Order was placed by the Buyer in writing if it has been sent to the Buyer by post, by e-mail or per fax.

A EUR 200,00 (net) minimum order is required for all orders. If the minimum requirement is not met, the Seller will charge the Buyer with EUR 30,00 flat rate covering the costs of Order processing.

The conditions specified in the previous paragraph, do not apply to sale of Goods made by Seller's galvanotechnics factory in Glinek, Slovenia.

All Quotes issued by the Seller, are non-binding for the Seller until they are accepted by the Buyer in writing.

The Seller is obliged to clearly and unambiguously define the Goods that are subject of the Order, especially with the clear indication of the item, its quantity, quality, type, desired specific properties of the item, desired location and date of delivery of the Goods, otherwise the Seller has a right to refuse the placed Order. All other characteristics of the contract such as price and confirmation or rejection of the desired date and location of delivery are entirely left to the Seller.

2.2. Confirmation of Orders

It shall not be deemed that the Seller accepted the purchase Order placed by the Buyer until the Buyer receives a written confirmation of the Order issued by the Seller. It is regarded that the Order is confirmed and the Contract for the sale of Goods concluded, if the Seller extends a written Offer to supply Goods, based on Buyer's written request for such Quote to be given to him, if the Buyer accepts such Offer in writing within 5-working days.

If the event shall occur in which the Buyer after 5-days of receiving such Offer issues neither the approval/acceptance nor the rejection of the Offer, it shall be deemed that the Offer has been accepted by the Buyer and that the Contract for the sale of Goods was concluded (customary acceptance of the Offer).

2.3. Changes

The Seller reserves the right to make changes to its products without prior notice to the Buyer, if the changes do not materially affect the agreed specifications or design of the product, its functionality or performance.

3. Delivery

3.1. Delivery terms

The Seller makes the Goods available to the Buyer at his premises (EXW – Incoterms 2010) thus meaning given the current options of Iskra, d.d. any factory of Iskra, d.d. or its commercial properties. Unless otherwise instructed, the company Iskra, d.d., has a right to ship the Goods to the Buyer at Buyer's risk and expense in the mode of transport chosen by Iskra, d. d. Ex-works price of the supplier (EXW) shall be construed in accordance with the Incoterms in force at the time of the confirmed acceptance of the Quote.

3.2. Standard delivery period

The standard delivery period shall be 4-weeks from confirmation of the Order that was placed by the Buyer or 4-weeks from written or customary acceptance of the Offer placed by the Seller.

3.3. Transport packaging

Price includes cardboard packaging for each shipment with a value of 5.000,00 EUR or more.

For consignments of less than 5.000,00 EUR the price parity shall be Ljubljana EXW, Otoče EXW, Kranj EXW, Semič EXW, Šentvid pri Stični EXW or Glinek EXW (Incoterms 2010). For each shipment in value of less than 5.000,00 EUR an additional fee in the amount of 75 EUR shall be charged.

3.4. Additional Costs

In case of sending the Goods or documents on our account (i.e. by plane, truck or DHL, etc.) the costs of such service is charged in the invoice as additional costs.

4. Payment

The Buyer must give payment in advance according to the Pro-forma invoice issued by the Seller, before the Goods are dispatched. In case of payment delay, overdue interest rates, according to Slovenian law will be payable. In the event that the Seller endures significant damages due to the payment delay, the Seller may also require adequate compensation for such damages.

The seller retains title to the Goods until the buyer pays the purchase price in full, even after the Goods are handed over to the buyer.

5. Complaints

Upon receipt of Goods the Buyer is obliged to inspect the Goods and notify the Seller of evident deficiencies in writing immediately- or no later than 8-days of receipt of Goods.

If the Seller does not receive the said notification, any complaint relating to such deficiencies shall be excluded. In the event that the defects occur during the usage of the Goods (hidden defects) the legally prescribed right and obligations shall apply.

For an efficient and timely settlement of claims we kindly ask you to send us the following data immediately by e-mail or fax if any defect/damage/failure is observed upon the acceptance of goods or later:

1. Defect/damage/failure is observed:
 - Upon receipt of Goods (define: quality and quantity),
 - During regular use within the warranty period (..*),
2. Invoice number, position in the invoice and invoice date,
3. Quantity of claimed products and serial number, if available,
4. Detailed description of defects/damage/failure and your views on the causes of such defect/damage/failure,
5. Packaging is damaged: YES/NO,
6. Your proposal for solving the problem (in regard to the time constraints and type of defect/damage/failure):
 - Return for a free repair
 - Replacement delivery and subsequent evaluation for justifying the claim:
 - i. Damaged/wrong products will be returned later
 - ii. Damaged/wrong products will not be returned
 - Other,
7. Your internal Claim designation/ reference number.

(..*) If a defect is found later so than it is impossible to link the product to the invoice, please copy and send data listed on the label of the product.

Once we receive all the information listed above we shall send you our opinion or/and instructions for returning the products (freight forwarder, mode of transport, documents and references) by post, by e-mail or per fax.

In case of immediate replacement delivery requirements given by the Buyer, the Seller shall state the first possible time of delivery, the cost of manufacturing new instruments and proposal regarding the product defect. Upon receipt of your order confirmation, we shall issue an order for the manufacture of new products and will submit our order confirmation to you, as usual. With the acceptance of the said Order, a new contract for the sale of Goods is concluded between the Buyer and the Seller.

6. Warranty

The manufacturer warrants for a free repair of Goods for the period of 12 months from the date of purchase.

Iskra, d.d. does not guarantee for the elimination of the defects caused by normal wear or use, misappropriated use, inadequate protection or usage of the wrong equipment and defaults that are excluded from the warranty.

The Seller shall not be liable under complaints or warranty claims, where such claims are based on defaults arising from inappropriate or inadequate use of goods, inappropriate mounting of the goods, coincidence, misappropriated use, negligent use, improper maintenance, unsuitability of other components with which the goods are installed or attached, false construction solutions made by the Buyer, inappropriate location of use of the Goods or as a result of unregulated outer (chemical, electrical or electronic) effects/impacts on Goods.

7. Responsibility

7.1. Product Liability

Iskra, d.d. shall not be liable for any damage to real property or movable assets caused by the Goods after they have been delivered and after they became the property of the Buyer. Nor shall Iskra, d.d. be liable for any damage to products manufactured by the Buyer, or to products of which Buyer's products form a part.

If Iskra, d.d. incurs liability towards any third party for such damage as described in the previous paragraph, the Customer shall indemnify, defend and hold Iskra, d.d. harmless.

The Buyer shall indemnify and hold Iskra, d.d. harmless for all claims arising from damage resulting from the use or operation of the Goods because of the improper repair, maintenance or operation of the Products by the Buyer, the failure of Buyer to adequately train personnel in the operation of the Products or Buyer's failure to comply with applicable laws or otherwise.

The Seller is not liable for any damage caused indirectly to the goods, especially not for lost profit and/or other pecuniary and non-pecuniary loss of the Buyer.

7.2. Secondary Damages

Iskra, d.d. shall not be liable to the Buyer for any of the following types of loss or damage arising under or in relation to a purchase agreement governed by these General Sales Conditions:

- A) any loss of profits, business, contracts, anticipated savings, goodwill or revenue, or
- B) any loss or damage of data; or
- C) any direct or consequential loss or damage whatsoever, even if Iskra, d.d. was previously informed of possibility such loss or damage.

7.3. Mandatory Liability

Nothing in these General Sales Conditions (including but not limited to the exclusions and limitations in clause 7.2 to 7.3.) shall operate so as to exclude or limit the liability of either party to the other for death or personal injury resulting from negligence, fraud by making false statements or any other liability which cannot be excluded or limited by law.

This revised General Sales Conditions shall be valid from July 1st 2017 on.