Splošni pogoji in pravila prodaje in storitev podjetja M PECL d.o.o., trgovina in storitvena dejavnost, d.o.o

Za pogodbo nakupa in prodaje med poslovnimi partnerji kot kupci in družbo M PECL d.o.o. kot prodajalcem veljajo in se uporabljajo predmetni pogoji poslovanja družbe M PECL d.o.o. (v nadaljevanju: M PECL d.o.o. ali prodajalec), ki so sestavni del vsake pogodbe, sklenjene s stranko, ob izključitvi vseh drugih splošnih pogojev, oziroma v kolikor je izrecno pisno dogovorjeno drugače v prodajni pogodbi ali z aneksom k prodajni pogodbi. Ti pogoji prodaje veljajo poleg prodajne pogodbe in njihovih dodatkov (pri čemer se šteje kupoprodajna pogodba za primarni pogodbeni vir obveznosti in pravic ter ti splošni pogoji pogodbo zgolj dopolnjujejo) ter poleg navodil za poslovanje s kupci pravnimi osebami. Za poslovanje s fizičnimi osebami kot kupci pa ti pogoji veljajo v delih, za katere veljavna zakonodaja ne določa drugače.

Kupec s podpisom kupoprodajne pogodbe izjavlja, da je seznanjen, da so na spletnem mestu my.fanuc.eu objavljena natančna navodila proizvajalca za postavitev, montažo in uporabo predmeta prodaje. Kupec s podpisom kupoprodajne pogodbe izjavlja, da se je registriral in prijavil na spletno mesto my.fanuc.eu, da je natančno prebral in se seznanil s proizvajalčevimi navodili in se slednje zavezuje izpolniti, spoštovati ter se ravnati skladno z njimi. Kupec prav tako izjavlja, da bo izpolnil zahteve proizvajalca pred montažo in dobavo predmeta prodaje še pred prihodom M PECL d.o.o. in FANUC tehnične podpore in pred zagonom predmeta prodaje (stroja).

1. VELJAVNOST

Vse ponudbe, izstavljene s strani M PECL d.o.o., so veljavne 30 dni od datuma izstavitve ponudbe, v kolikor veljavnost ponudbe ni na ponudbi označena drugače.

2. SPREJEM

Pred sklenitvijo kupoprodajne pogodbe mora kupec prodajalcu po elektronski pošti poslati pisno potrditev prodajalčeve ponudbe ter morata nato obe stranki podpisati tudi pisno kupoprodajno pogodbo.

Prodajalec se zavezuje, da bo kupcu dostavil opremo oziroma artikle, ki so natančneje določeni v ponudbi in kupoprodajni pogodbi, kupec pa se zavezuje, da bo prevzel predmet pogodbe ter se zavezuje, da bo plačal pogodbeno določeno kupnino, navedeno v kupoprodajni pogodbi in/ali v ponudbi na način, ki je določen v prodajni pogodbi ali v splošnih pogojih.

Razen če se pogodbenici ne dogovorita drugače, prodajalec kupcu vsakršno montažo predmeta prodaje zaračuna posebej.

3. ROK DOSTAVE

Vsi na ponudbi zapisani roki za dostavo so informativne narave. Za prodajalca zavezujoči rok dobave se šteje od datuma, od katerega sta kumulativno izpolnjena oba naslednja pogoja:

i) Kupcu je bila s strani prodajalca poslana pisna potrditev naročila oziroma druga pisna potrditev nameravanega posla ali je bila podpisana kupoprodajna pogodba in

ii) ko prodajalec razpolaga z vsemi informacijami in specifikacijami glede predmeta prodaje, ki so potrebne za izpolnitev kupčevega naročila.

M PECL d.o.o. ne odgovarja za zamudo v dostavi zaradi vzrokov zamude v proizvodnji in v odpremi ali v dostavi predmeta prodaje. Če kupec po prejemu blaga v roku, ki ga določa veljavna zakonodaja, prodajalca ne obvesti o neskladnosti blaga s pogodbo, se šteje, da je blago prevzel in da nima nobenih ugovorov iz naslova stvarnih ali pravnih napak.

Rok dostave se lahko podaljša v primeru višje sile (vojne, terorizma, stavke, požara, poplave in drugo). V primeru zamude iz teh razlogov nobena od strank ni upravičena do povrnitve škode. Če primer višje sile traja več kot en mesec, imata obe stranki pravico odstopiti od pogodbe.

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Prodajalec ima pravico kupcu zaračunati hrambo predmeta prodaje, če kupec brez utemeljenega razloga zavrne prevzem predmeta prodaje v roku in na način, ki sta določena v tem členu, ali pa predmeta prodaje ne prevzame. Hramba se zaračuna v višini 2 % cene predmeta prodaje za vsak koledarski mesec obdobja shranjevanja, dokler kupec ne prevzame predmeta prodaje. Prodajalčeva pravica zaračunati hrambo predmeta prodaje ne vpliva na prodajalčevo pravico, da od pogodbe odstopi zaradi neprevzema predmeta prodaje s strani kupca.

Prodajalec mora kupcu sporočiti dodatni rok za prevzem predmeta prodaje. Dodatni rok za prevzem predmeta prodaje mora trajati najmanj 10 dni od datuma izdaje takšnega obvestila s strani prodajalca. Tako postavljeni rok 10 dni pogodbeni stranki določita kot primerni dodatni rok za izpolnitev, pri tem pa dodatno postavljeni rok ne vpliva na pravico prodajalca, da zaračuna hrambo predmeta prodaje. Če kupec tudi v dodatnem roku, ki mu ga je sporočil prodajalec, ne sprejme predmeta prodaje, ima prodajalec pravico od prodajne pogodbe odstopiti ali pa ima pravico prodati predmet prodaje na stroške kupca. Pravica prodajalca je določena alternativno in ima med pravicama možnost izbire izključno prodajalec.

Kupec mora v primeru odstopa od pogodbe zaradi neprevzema predmeta prodaje prodajalcu plačati pogodbeno kazen v višini neto pogodbene cene predmeta prodaje in drugo morebitno škodo, ki bi prodajalcu nastala zaradi kupčevega neprevzema predmeta, vključno s stroški hrambe. V primeru, da se prodajalec odloči predmet prodaje prodati tretji osebi, je kupec dolžan prodajalcu plačati morebitno razliko med kupnino, ki je določena po predmetni pogodbi, in kupnino, ki jo za prodajo predmeta prodaje dejansko plača tretja oseba ter drugo morebitno škodo, ki bi prodajalcu nastala zaradi kupčevega neprevzema predmeta, vključno s stroški hrambe. Če prodajalec ne bi mogel prodati predmeta prodaje (npr. zaradi neobstoja drugega kupca ali iz drugih razlogov), mora kupec prodajalcu plačati odškodnino za škodo, ki jo je kupec povzročil, ker ni prevzel predmeta prodaje. Kupec se strinja, da v takšnem primeru prodajalcu plača pogodbeno kazen v višini neto pogodbene cene predmeta prodaje, vključno s stroški shranjevanja ter morebitno drugo nastalo škodo.

Kupec mora predmet prodaje in vse njegove dele natančno pregledati takoj ob dostavi in preveriti količino in kvalitativno ustreznost blaga in embalaže ter zagotoviti ustrezno shranjevanje delov in/ali predmeta prodaje, ki se dostavijo skladno s prodajno pogodbo. Morebitne očitne napake predmeta prodaje, ki jih prepozna kupec ali ki bi jih moral prepoznati v trenutku prejema predmeta prodaje, mora kupec navesti v dobavnici in/ali v prevzemnem zapisniku. Če takšnih napak kupec ne navede v dobavnici in/ali prevzemnem zapisniku, se šteje, da je prodajalec predmet prodaje dostavil v ustrezni količini in ustrezni vrsti, da embalaža ni poškodovana in je skladna z uveljavljeno metodo embaliranja tovrstnega blaga in/ali predmeta prodaje in njegovih delov ter da predmet prodaje nima očitnih napak.

Pred prodajalčevo potrditvijo, da sme kupec predmet prodaje uporabljati, in pred podpisom dobavnice s strani kupca, kupec nima pravice uporabljati predmeta prodaje ali njegovih delov. Prodajalec kupcu dovoli uporabo predmeta prodaje v obliki opombe v prevzemnem zapisniku in/ali v dobavnici. Če kupec krši predmetno določbo, se šteje, da je predmet prodaje ustrezno dostavljen kupcu na datum dostave na dogovorjeno lokacijo in da je kupec ravnal v nasprotju z navodili prodajalca za ravnanje s strojem in zaradi omenjenega predmet prodaje izgubi garancijsko jamčevanje ter je prodajalec iz tega naslova prost obveznosti.

Kupec mora prevzeti predmet prodaje v dogovorjenem roku tudi, če obstajajo napake, ki pa ne preprečujejo varne uporabe predmeta prodaje v skladu z njegovim namenom.

V primeru odpovedi naročila je kupec dolžan plačati stroške odpovedi, katerih višina je odvisna od časovnega obdobja predvidene dobave. Stroški odpovedi se izračunajo kot odstotek neto cene predmeta prodaje in so naslednji:

1. Strošek odpovedi naročila najmanj 61 dni pred predvideno dobavo znaša 0% neto cene predmeta prodaje,
2. Strošek odpovedi naročila med 30 in 60 dni pred predvideno dobavo znaša 5% neto cene predmeta prodaje,
3. Strošek odpovedi naročila v manj kot 30 dneh pred predvideno dobavo znaša 10% neto cene predmeta prodaje.

Stroški odpovedi naročila se nanašajo na vsa naročila izdelkov, rezervnih delov, storitev, šolanj in drugih storitev, ki jih ponuja M PECL d.o.o

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4. IZVOZ IN PREPOVED

Za prodajo blaga in programske opreme, ki ju dobavi M PECL d.o.o., se v zvezi z uvozom blaga uporablja izvozna zakonodaja, veljavna v času uvoza oziroma izvoza blaga.

Za nadaljnji izvoz v drugo državo je potrebno spoštovati določila države, iz katere se namerava izdelek nadalje izvoziti in v katero se namerava izvoziti.

Prodajalec izjavlja, kupec pa priznava in se zavezuje, da bo spoštoval in upošteval, da se prodaja, odtujitev predmeta prodaje in njegove programske opreme ter tehnične informacije, vključno s priročnikom, vedno urejajo skladno z izvozno zakonodajo in predpisi o nadzoru izvoza na Japonskem, v ZDA in v EU in v njenih državah članicah ter z njihovimi dopolnili in spremembami. V pravilih prodajalca je prepovedana uporaba predmeta prodaje za razvoj, proizvodnjo, uporabo ali shranjevanje orožja za množično uničevanje (jedrskega orožja, biološkega orožja, kemičnega orožja ali izstrelkov). Vsak nadaljnji izvoz predmeta prodaje s strani kupca v drugo državo se bo predvidoma urejal skladno z dovoljenjem države, iz katere se blago ponovno izvaža ter tudi v katero se uvaža, za kar je dolžan poskrbeti kupec v celoti. Dobavljene predmete prodaje s strani prodajalca je prav tako prepovedano uporabljati v primerih, ko se kot nameravani predmet interakcije (proizvod) uporablja človeško telo in/ali ko naprava FANUC upravlja z orodjem, ki je v stiku s človeškim telesom, ne glede na to, kakšno delo opravlja. To med drugim vključuje vse vrste kirurške opreme in/ali opremo, ki se uporablja v podobne zdravstvene namene.

Politika družbe M PECL d.o.o. prepoveduje uporabo prodajalčevih izdelkov za razvoj, proizvodnjo, uporabo ali kopičenje zalog orožja za množično uničevanje (jedrskega, biološkega in kemičnega orožja ali izstrelkov).

Med pogodbenima strankama dogovorjena obveznost kupca, navedena v 1. odstavku tega člena, se določi kot izjemno pomembna sestavina pogodbenega dogovora in se ta obveznost upošteva kot eno izmed glavnih obveznosti kupca. V primeru kršitve te bistvene obveznosti kupca na kakršen koli način, lahko prodajalec odstopi od predmetne pogodbe. Če prodajalec odstopi od pogodbe, mora kupec prodajalcu na lastne stroške vrniti predmet prodaje v roku in na naslov, ki ju v pisnem obvestilu o odstopu od pogodbe določi prodajalec, ta naslov pa mora biti na ozemlju Slovenije. V primeru prodajalčevega odstopa od pogodbe mora kupec obenem prodajalcu plačati pogodbeno kazen v znesku 20.000 EUR. Tako določena pogodbena kazen ne vpliva na zahtevek prodajalca, da od kupca zahteva tudi plačilo dodatno nastale škode, ki bi nastala zaradi kupčeve kršitve te obveznosti.

5. DOBAVNI POGOJI

Vso blago bo kupcu poslano franko tovarna iz kraja Echternach, Luksemburg, v skladu z vsakokrat veljavnimi določili INCOTERMS, razen če je v pisnem potrdilu o naročilu ali v pogodbi, sklenjeni med strankama, ali v teh splošnih pogojih navedeno kako drugače.

6. LASTNINSKA PRAVICA NAD PREDMETOM PRODAJE

Do celotnega plačila kupnine s strani kupca, kljub izročitvi posesti nad predmetom prodaje kupcu, ostane predmet prodaje v lasti družbe M PECL d.o.o.

Kupec ima do popolnega plačila kupnine predmet prodaje v posesti kot skrbnik, in sicer zgolj kot njegov hranitelj za prodajalca ter predmeta prodaje ne sme prodati, oddati, odtujiti ali kakor koli spremeniti, s čimer bi uničil njegovo prepoznavnost. Lastninska pravica na blagu preide na kupca, ko kupec v celoti poravna kupnino, vsakršna nevarnost, vsakršno tveganje in vsakršna odgovornost v zvezi s predmetom prodaje v razmerju do kupca ali do tretjih oseb pa na kupca pridejo že s prevzemom predmeta prodaje v posest.

M PECL d.o.o. ima v primeru zamude pri plačilu, plačilne nesposobnosti ali nepripravljenosti plačila blaga s strani kupca v skladu z veljavno zakonodajo pravico vzpostaviti posest nad predmetom prodaje, kupcu odvzeti

neplačan predmet prodaje ter od njega zahtevati povračilo vsakršne škode. V primeru nastopa takšnih okoliščin sme prodajalec od prodajne pogodbe odstopiti brez poprejšnjega dodatnega roka ter nato zahtevati primopredajo predmeta prodaje. Prav tako ima prodajalec pravico blago odstraniti iz predmetov, na katere je pričvrščeno ali v katere je nameščeno, ne da bi pri tem odgovarjal za morebitno škodo, ki je bila povzročena s postopkom odstranjevanja blaga, ki je do plačila v lasti M PECL d.o.o.

7. CENE

Plačilni pogoji za kupca so določeni v ponudbi prodajalca in/ali v sklenjeni kupoprodajni pogodbi, in če ni v teh listinah navedeno kako drugače, znaša plačilni rok 15 dni (na 15. dan oziroma na dan zapadlosti mora biti plačilo že na TRR družbe M PECL d.o.o.).

M PECL d.o.o. ima kupcu pravico zaračunati dodatni manipulativni strošek v znesku 50 EUR za obdelavo prejetega naročila, katerega vrednost je nižja od 50 EUR (strošek prevoza se v vrednost naročila ne vključuje).

M PECL d.o.o. ima pravico kupcu zaračunati zakonske zamudne obresti, ki tečejo od datuma, na katerega zapade plačilo blaga do datuma dejanskega plačila ter ima pravico v primeru kakršnega nepravočasnega ali nepopolnega plačila prekiniti vse bodoče dostave blaga ali pa prekiniti že sklenjene pogodbe brez kakršne koli odgovornosti za škodo. Vse preostale pravice in pravna sredstva, ki jih ima M PECL d.o.o. iz naslova zamude pri plačilu, kot tudi pravico do zahtevka za povrnitev škode, prodajalec M PECL d.o.o. obdrži v celoti.

Pogodbeno dogovorjene cene v primerih, ko predmet prodaje predstavlja proizvodnega robota ali proizvodni stroj, so dogovorjene DAP (Delivery at place).

Pogodbeno dogovorjene cene v primerih, ko predmet prodaje predstavlja rezervni del ali drug predmet prodaje, so dogovorjene EXW (Ex Works) in bo prodajalec kupcu zaračunal strošek morebitnega pakiranja ter transportnih oziroma dostavnih služb po ceniku in po dejanskem strošku dostavljalca predmeta prodaje.

Izvajalca dostave sme po lastni presoji izbrati prodajalec.

8. VRAČILO PREDMETA PRODAJE

Prodajalec pod pogoji iz te točke splošnih pogojev priznava pravico, da kupec po nakupu prodajalcu vrne predmet prodaje, in sicer sme kupec vrniti zgolj posamezni rezervni ali drug del, ki ne predstavlja celote stroja in tudi ne celote opreme ali robota. Pravica do vračila je omejena zgolj na posamezni sestavni oziroma rezervni ali nadomestni del, prodajalec pa ne vrne kupnine za naslednje artikle:

• za blago, katerega cena je odvisna od nihanj na trgih, na katera podjetje nima vpliva in ki lahko nastopijo v roku odstopa od pogodbe;

• za blago, ki je individualno izdelano po natančnih navodilih kupca in je prilagojeno kupčevim poslovnim potrebam;

• za blago, ki zaradi svoje narave ni primerno za vračilo, je hitro pokvarljivo ali mu hitro preteče rok uporabe;

• blago, ki je zaradi svoje narave neločljivo pomešano z drugimi predmeti;

• blago z digitalno vsebino.

Kupcu pripada:

- 85% vračilo neto kupnine v primeru, da je vrnjeni rezervni del originalno zapakiran, brez da bi bila odprta ali poškodovana embalaža, pri tem pa mora kupec prodajalcu rezervni del vrniti v roku v 15 dni od datuma izdaje

fakture za rezervni del, ki se vrača na način, da se do izteka tega roka vrnjeni artikel že nahaja na sedežu prodajalca;

- 30% vračilo kupnine v primeru, da je embalaža odprta ali poškodovana ob pogoju, da prodajalec po pregledu rezervnega dela potrdi, da je rezervni del nepoškodovan, nov in nerabljen ter da je v takšnem stanju kot ga je prodajalec dostavil kupcu, pri tem pa mora kupec prodajalcu rezervni del vrniti v roku v 15 dni od datuma izdaje fakture za rezervni del, ki se vrača na način, da se do izteka tega roka vrnjeni artikel že nahaja na sedežu prodajalca.

V vsaki alineji prejšnjega odstavka zapisani pogoji morajo biti izpolnjeni kumulativno; v primeru, da zgolj posamezni pogoj ni izpolnjen, kupcu ne pripada vračilo kupnine in se z rezervnim delom ravna kot je določeno v prejšnjem odstavku te točke.

Kupcu vračilo kupnine ne pripada v primeru, da prodajalcu rezervni del vrne kasneje kot v roku 15 dni od datuma izdaje fakture za rezervni del, ki se vrača, ne glede na to, ali je embalaža rezervnega dela odprta ali ne. V primeru takšnega vračila bo prodajalec kupca pozval, naj pri prodajalcu prevzame vrnjeni rezervni del v roku 10 dni od odpreme takšnega obvestila s strani prodajalca. V primeru neprevzema blaga s strani kupca ima prodajalec pravico kupcu zaračunati hrambo rezervnega dela v višini 5% višine kupnine za vsak dan zamude pri prevzemu do višine kupnine, nato pa ima prodajalec pravico rezervni del prodati, kupnino pa v celoti zadržati, ki kot takšna predstavlja pogodbeno kazen zaradi neizpolnjevanja določil teh splošnih pogojev.

Prodaja artikla je zgolj pravica prodajalca, ki bo prodajo izvedel po lastni presoji, ne pa tudi dolžnost, saj lahko prodajalec po lastni izbiri odloči, da bo predmet zadržal. Lastninska pravica na vrnjenem rezervnem delu na prodajalca preide z naslednjim dnem po izteku roka za prevzem rezervnega dela, v katerem kupec rezervnega dela ne bi prevzel.

V primeru, kupčevega vračila rezervnega dela, kupec sam plača stroške dostave (pošte, kurirske službe, lastne dostave in podobno) na sedež prodajalca ter stroške prevzema rezervnega dela v kolikor kupec do povrnitve kupnine ne bi bil upravičen, ker ne bi izpolnjeval pogojev za delno vračilo kupnine.

9. GARANCIJA

Prodajalec za predmet prodaje daje garancijo, ki je odvisna od vrste predmeta prodaje in od vrste opravljenih storitev.

Prodajalec jamči z garancijsko dobo, ki šteje od datuma nakupa, v naslednjih primerih, v kolikor ni v kupoprodajni pogodbi in/ali v ponudbi zapisano drugače:

- za brezhibno tehnično delovanje novega industrijskega robota garancijska doba traja 12 (dvanajst) mesecev,

- za brezhibno tehnično delovanje drugega industrijskega stroja garancijska doba traja 24 (štiriindvajset) mesecev,

- za brezhibno tehnično delovanje novega rezervnega dela, katerega proizvajalec je prodajalec, garancijska doba traja 12 (dvanajst) mesecev,

- za brezhibno tehnično delovanje novega rezervnega dela ali drugega predmeta prodaje, katerega proizvajalec ni prodajalec, garancijska doba traja toliko časa, kolikor časa znaša garancijska doba proizvajalca (v tem primeru za postopke, obseg in pogoje uveljavljanja garancijskih zahtevkov veljajo določila proizvajalca),

- v primeru, da prodajalec izvede popravilo rezervnega dela, garancijska doba za brezhibno tehnično delovanje popravljenega rezervnega dela, znaša 12 (dvanajst) mesecev, ki šteje od dneva izvedbe popravila dalje.

V kolikor je trajanje garancijske dobe zapisano v ponudbi in/ali v kupoprodajni pogodbi, velja garancijska doba, zapisana v ponudbi in/ali pogodbi. Zgolj v primeru, da v ponudbi in/ali v kupoprodajni pogodbi ni določila o trajanju garancijske dobe, veljajo določila teh splošnih pogojev. V kolikor dolžina garancijske dobe v

kupoprodajni pogodbi, v ponudbi, ali v teh splošnih pogojih ni zapisana, se smatra, da predmet prodaje nima garancije.

Predmet prodaje, za katerega prodajalec jamči z garancijo in za katerega se ugotovi, da na njem obstajajo napake katere so predmet garancijskega jamstva, bo družba FANUC ADRIA (ROBOSHOT, ROBOT, ROBOCUT, ROBODRILL) po lastni presoji bodisi zamenjala bodisi brezplačno popravila pod naslednjimi pogoji izmed katerih morata biti točka I ter ii ali iii. (v odvisnosti, ali je predmet garancije premična ali nepremična stvar) izpolnjena kumulativno:

i. prodajalec s strani kupca znotraj garancijskega rok prejme pisno obvestilo o napaki,

ii. družba M PECL d.o.o. prejme reklamirano stvar v 14 dneh po prejemu obvestila iz točke i. – v kolikor gre za premično stvar.

iii. v primeru, da gre za nepremično stvar, se garancijski poseg izvede na lokaciji predmeta garancije.

V primeru, da je kupec prodajalcu podal neutemeljen garancijski zahtevek in v zvezi s predmetom ne obstaja prodajalčevo garancijsko jamčevanje, kar bi se izkazalo ob prodajalčevem pregledu predmeta, je dolžan kupec prodajalcu povrniti vsakršne stroške v zvezi s pregledom predmeta, njegovo obravnavo ali opravljenih storitev pregleda, servisa, odprave okvar in podobno.

Kupec mora družbi M PECL d.o.o. zagotoviti razumen čas in možnost, da odpravi napako v času garancije, ki znaša najmanj 90 dni od prejema predmeta uveljavljanja garancije ali od obvestila kupca o pojavu napake v primeru nepremične stvari (v odvisnosti od dobavljivosti rezervnih delov ali drugih artiklov pa se zaradi specifičnosti predmeta prodaje rok za odpravo napake podaljša na čas, v katerem bo prodajalec objektivno zmožen odpraviti napako).

M PECL d.o.o. po svoji lastni presoji bodisi zamenja, bodisi popravi okvarjene dele.

Garancija za programske izdelke in za potrošno blago (npr. svetlobne vire, baterije itn.) velja devetdeset (90) dni od roka dostave.

Garancijske pogoje je mogoče spremeniti samo s pisnim sporazumom, sklenjenim med družbo M PECL d.o.o. in kupcem.

V zvezi z izdelki tretjih oseb je odgovornost prodajalca za garancijo na predmetu prodaje izključena in zanje velja garancija proizvajalca (če obstaja), kupec pa jo ima pravico uveljaviti napram proizvajalcu skladno s pravili in pogoji proizvajalca.

Garancija za predmet prodaje ali servisiran rezervni del ne velja, če:

a. gre za potrošno blago, katerega trajanje/vzdržljivost se iztroši z običajno rabo za dejavnost, za katerega je namenjen,

b. je življenjska doba blaga po standardih krajša od njegovih garancijskih pogojev,

c. se predmet garancije nepravilno uporablja (npr. preobremenitev stroja/robota/rezervnega dela), v primeru uporabe sile, poškodbe zaradi zunanjih vplivov ali tujkov, poškodbe zaradi neupoštevanja navodil prodajalca ali proizvajalca (primeroma, vendar ne izključno: priključitev na napačno omrežno napetost ali tok, neupoštevanje navodil za montažo, uporabo in neupoštevanje ostalih navodil prodajalca ali proizvajalca),

d. kupec brez soglasja prodajalca predmet garancije spremeni, popravi brez pooblaščenega serviserja pri prodajalcu ali na predmet namesti dodatno opremo ali dele vse brez poprejšnjega dovoljenja prodajalca,

e. če do napake ali okvare blaga pride zaradi neprimernega ravnanja ali malomarnosti kupca, njegovih zaposlenih, zastopnikov ali izvajalcev ali zaradi kakršnega koli drugega razloga, za katerega prodajalec ne odgovarja.

M PECL d.o.o. ne odgovarja za nikakršne napake, škodo ali druge okvare, ki so posledica spreminjanja ali popravil predmeta prodaje in se pokažejo v času jamčevanja za stvarne napake ali v garancijski dobi, če so slednje nastale zaradi posegov kupca ali od njega angažiranih tretjih oseb brez predhodnega pisnega soglasja prodajalca.

FANUC ADRIA je edini pooblaščeni serviser za odpravo napak in morebitnih okvar na predmetu prodaje in ima kot takšen edini pravico do odprave napak in okvar na predmetu prodaje. Vsakršni posegi na predmetu prodaje, izvedeni s strani tretjih oseb oziroma subjektov, se štejejo za nepooblaščene posege in v takšnih primerih garancijsko jamčevanje ter je prodajalčevo jamčevanje zaradi pravnih ali stvarnih napak na predmetu prodaje po tako opravljenih nepooblaščenih posegih izključeno.

Za vse dodatne dele dodane na stroj je garancija 12 mesecev če ni drugače navedeno

10. OMEJITEV ODGOVORNOSTI

Višina morebitne škode, ki bi nastala kupcu zaradi blaga z napako, za katero bi bil odgovoren prodajalec, ne more preseči višine neto kupnine za to blago.

Kupec odgovarja prodajalcu in tretjim osebam ter subjektom za vse zahtevke tretjih oseb za blago, ki ga kupcu proda prodajalec in ki se posledično proda, posreduje ali da pod nadzor tretje osebe s strani kupca.

M PECL d.o.o. ni odgovoren za morebitno izgubo dobička, nastalo škodo, poškodbe ali stroške, ki izhajajo iz morebitne napake na blagu in tudi ne prevzema odgovornosti proti tretjim osebam, ki bi imeli morebitne zahtevke napram kupcu, ampak izključno odgovornost v zvezi z omenjenim prevzema kupec.

11. BLAGOVNE ZNAMKE IN AVTORSKE PRAVICE

Kupec ne sme nikoli izbrisati, spremeniti ali uničiti imena in razpoznavnega znaka imena ali blagovne znamke prodajalca in FANUC-a, ki se nahaja na predmetu prodaje. Prav tako kupec ne sme na predmetu prodaje namestiti drugega razpoznavnega znaka druge blagovne znamke ali namestiti prodajalčeve blagovne znamke ob drugo znamko, kar bi lahko povzročilo zmedo. Avtorske pravice prodajalčevih zasnov, podatkovnih listov, embalaže in tiskovin ter podobnih materialov ostanejo v prodajalčevi lasti in se na kupca ne prenesejo nikakršne pravice, razen pravice do uporabe po prenosu lastnine na kupca.

12. SPLOŠNO

Vsa pogodbena razmerja med prodajalcem in kupcem ureja slovenska zakonodaja ter je za razsojo v morebitnih sporih pristojno slovensko sodišče, krajevno pristojno po sedežu prodajalca.

Kupčev podpis servisnega poročila ali morebitnega drugega dokumenta, vključno s prevzemnim zapisnikom o prevzemu predmeta prodaje prek elektronske pošte, se šteje kot pravno veljavna potrditev oziroma podpis s strani prodajalca in kupca.

Kupec se zavezuje redno in pravočasno preverjati vsebino spletnega portala prodajalca na spletnem mestu my.fanuc.eu, za katerega bo oz. je prodajalec kupcu zagotovil dostop in se kupec zavezuje vse dokumente na tem portalu v zvezi s predmetom prodaje redno spremljati, se z njimi seznaniti ter izvesti vsa navodila in obveznosti, ki mu jih kot kupcu v zvezi s predmetom prodaje nalagajo dokumenti, objavljeni na tem portalu.

Kupec odgovarja za izpolnjevanje vseh veljavnih predpisov v zvezi z blagom, ki ga kupi od prodajalca. Prav tako zagotavlja, da vse osebe, ki uporabljajo blago ali delajo v njegovi neposredni bližini, razumejo in ves čas izpolnjujejo vsa navodila, priročnike za uporabo, obvestila in opozorila, ki jih prodajalec izda ter so za delo s predmetom prodaje ustrezno usposobljene.

Če je eden ali več določil splošnih pogojev v nasprotju z veljavnim pravnim redom ali na katerikoli drug način postane neveljaven ali ničen, ostanejo ostale določbe nespremenjene in se splošna določila v preostalem delu ohranijo v veljavi.

M PECL d.o.o. ne odgovarja za nobeno napako, ki je posledica višje sile, vključno z vsemi dogodki, ki so zunaj odgovornosti prodajalca.

Če ima kupec za dobavitelje drugačne pogoje, ki so zgoraj navedeni se njihovi pogoji štejejo za neveljavne. Drugačni pogoji morajo biti označeni od zgoraj navedenih in so lahko sprejeti samo če so usklajeni z M PECL doo in podpisani z obeh podjetij.

M PECL d.o.o. Brezovci 2, 9201 Puconci, Slovenia; DDV: SI76408663; Matična številka: 9441492000

Registrirano pri okrožnem sodišču v Murski Soboti Srg 2023/26027; Tel.: (+386) 40 527 921 http://www.pecl.si

General Terms and Conditions and Rules of Sale of the Company M PECL d.o.o., trgovina in storitvena dejavnost, d.o.o

The following operating terms and conditions of the company M PECL d.o.o. (hereinafter referred to as: M PECL d.o.o. or Seller), which constitute an integral part of each agreement entered into with a client, shall apply and be used for the sales agreement between business partners as buyers and the company M PECL d.o.o. as the seller, with the exclusion of all other general terms and conditions, or if it is otherwise expressly agreed upon in the sales agreement or an annex to the sales agreement. These conditions of sale shall apply in addition to the sales agreement and its appendices (whereby the sales agreement shall be considered the primary contractual source of rights and obligations; these general terms and conditions merely complement the agreement) as well as in addition to the instructions for doing business with buyers who are legal entities. However, only those parts of these conditions shall apply for doing business with natural persons as buyers that are not otherwise set forth by applicable legislation.

By signing the sales agreement, the buyer declares that they have been informed that detailed instructions of the manufacturer have been posted on the website my.fanuc.eu regarding the set up, installation, and use of the object of sale. By signing the sales agreement, the buyer declares that they have registered and signed into the website my.fanuc.eu, that they have carefully read and familiarised themselves with the manufacturer's instructions, and that they undertake to fulfil, observe, and follow them. Furthermore, the buyer declares that they will meet the manufacturer's requirements prior to the installation and delivery of the subject of sale even before the arrival of the M PECL d.o.o. and FANUC technical support team and before the start-up of the subject of sale (the machine).

1. VALIDITY

All quotations issued by M PECL d.o.o. shall be valid for 30 days following the date on which the quotation was given, provided that the validity of the quotation is not indicated in any other way on the quotation itself.

2. ACCEPTANCE

Before entering into the sales agreement, the buyer shall e-mail the seller a written confirmation of the seller's quotation; both parties must then sign a written sales agreement.

The seller undertakes to deliver to the buyer machinery and items further specified in the sales agreement, and the buyer undertakes to accept the object of the agreement and pay the contractual purchase price specified in the sales agreement and/or in the quotation, in a manner determined in the agreement or the General Terms and Conditions.

Unless otherwise agreed upon by the contracting parties, the price for any installation of the object of sale shall be separately charged by the seller to the buyer.

3. DELIVERY TIME AND POSSIBLE ORDER CANCELLATIONS

Any times quoted for delivery are for your convenience only. The delivery time binding for the seller shall be from the date on which both of the following conditions are met:

i) the seller has sent to the buyer a written order confirmation or other written confirmation of the intended transaction and confirmation that the sales agreement has been signed, and

ii) the seller has all of the information and specifications regarding the object of sale required to complete the buyer's order.

M PECL d.o.o. is not responsible for delayed deliveries due to production delays and for delayed dispatches or deliveries of the object of sale. If the buyer, after receiving the goods, fails to notify the seller within the time limit laid down by the applicable legislation that the goods do not conform with the agreement, it shall be deemed that the buyer has accepted the goods and that they have no objection to any material or legal defects on the goods.

The delivery time may be extended if a delay is caused by force majeure (war, terrorism, strike, fire, flood, etc.). In such delays, none of the parties are entitled to compensation for damages. If the event of force majeure lasting for more than one month, both parties have the right to withdraw from the agreement.

If the buyer unjustifiably refuses to accept the object of sale within the period and in the manner specified in this article or if the buyer does not accept the object of sale, the seller is entitled to charge for the storage of the object of sale. The storage is charged in the amount of 2% of the price of the object of sale for each calendar month of the storage period until the buyer accepts the object of sale. The seller's right to charge for the storage of the object of sale does not affect the seller's right to withdraw from the agreement due to the buyer's failure to accept the object of sale.

The seller shall notify the buyer of the additional deadline for accepting the object of sale. The additional deadline for accepting the object of sale shall last a minimum of 10 days as of the date on which the notice was issued by the seller. This 10-day deadline is determined by the contracting parties as a suitable additional deadline for fulfilment, whereby the right of the seller to charge a storage fee for the object of sale shall not be affected thereby. If the buyer fails to accept the object of sale even within the additional deadline, which was communicated to the buyer by the seller, the seller is entitled to withdraw from the sales agreement or sell the object of sale at the expense of the buyer. The seller's right is determined as an alternative and only the seller may have the choice between the rights.

In the event of a withdrawal from the agreement, the buyer shall pay liquidated damages to the seller in the amount of the net contractual price of the object of sale and any other damages that the seller would incur due to the buyer's failure to accept the object of sale, including storage costs. If the seller decides to sell the object of sale to a third party, the buyer shall pay the seller any incidental difference between the purchase price determined in the agreement and the purchase price at which the object of sale is actually sold to a third party, and any potential damages that the seller would incur due to the buyer's failure to accept the object of sale, including storage costs. If it is not possible to sell the object of sale (e.g. due non-existence of another buyer or for other reasons), the buyer shall indemnify the seller for the damage caused by the buyer by failing to accept the object of sale. The buyer agrees that, in this case, they shall pay the seller damages in the amount of the net contractual price of the object of sale, including storage costs and any other damage incurred.

The buyer shall meticulously inspect the object of sale and all of its components immediately upon delivery, verify whether the quantity and quality of the goods and the packaging are suitable, and ensure that the components and/or the object of sale delivered pursuant hereto are properly stored. Any patent defects of the object of sale that are recognized by the buyer or should be recognized by the buyer upon accepting the object of sale shall be listed by the buyer in the delivery note and/or the acceptance report. If the buyer fails to list such defects in the delivery note and/or the acceptance report, it shall be deemed that the seller has delivered the suitable type of the object of sale in the suitable quantity, that the packaging is not damaged and conforms to the established packaging method for such goods and/or the object of sale and its components, and that the object of sale is free of any patent defects.

Prior to the seller's confirmation that the buyer may use the object of the sale and prior to the signature of the delivery note by the buyer, the buyer shall not have any right to use the object of sale or any of its

components. The seller shall permit the buyer to use the object of sale in the form of a note in the acceptance report and/or delivery note. If the buyer violates this provision, it shall be deemed that the object of sale has been properly delivered to the buyer on the date of delivery to the agreed upon location and that the buyer has acted contrary to the manufacturer's instructions regarding the handling of the machine; for this reason, the object of sale shall lose its warranty and this releases the seller from any obligations.

The buyer shall accept the object of sale within the agreed period even if there are defects, which, however, do not prevent the safe use of the object of sale in accordance with the intended purpose.

In the event of order cancellation, the buyer is liable to cover cancellation costs, which vary based on the timeframe before the anticipated delivery. Cancellation costs are calculated as a percentage of the net selling price and are as follows:

1. Cancellation cost of the order at least 91 days before the anticipated delivery is 0% of the net selling price.
2. Cancellation cost of the order between 61 and 90 days before the anticipated delivery is 5% of the net selling price.
3. Cancellation cost of the order within less than 60 days before the anticipated delivery is 10% of the net selling price.

The cancellation costs apply to all orders of products, spare parts, services, training, and other services offered by M PECL d.o.o.

4. EXPORT AND PROHIBITION

With regard to the import of goods, the sale of goods and software supplied by M PECL d.o.o. is subject to export legislation applicable at the time of the import or export of goods.

In the event of re-export to another country, the provisions of the countries from which the product is to be re-exported and to which it is to be exported must be observed.

The seller declares and the buyer acknowledges and undertakes to respect and take into consideration that the sale, disposal of the object of sale and its software, and technical information, including the handbook, are always subject to the export laws and regulations regarding export control valid in Japan, the USA, and the EU and its member states, as amended and modified. The rules of the seller prohibit the use of the object of sale for developing, manufacturing, using or storing weapons of mass destruction (nuclear weapons, biological weapons, chemical weapons or missiles). Any subsequent re-export of the object of sale to another country may be subject to a license issued by the country from which the goods are re-exported and the country to which they are imported; this is to be fully arranged by the buyer. It is likewise prohibited to use the objects of sale supplied by the seller when the human body is used as the intended object of interaction (product) and/or where the FANUC Device manipulates a tool that is in contact with the human body regardless of which type of work it performs. This includes, inter alia, all types of surgical equipment and/or equipment used for similar medical reasons.

M PECL policy prohibits the use of the seller's products for developing, manufacturing, using or stockpiling weapons of mass destruction (nuclear weapons, biological weapons, chemical weapons or missiles).

The contracting parties agree that the buyer has the obligation specified in paragraph 1 of this article, and this obligation is considered to be a very significant component of the agreement and one of the principal (main) obligations of the buyer. If the buyer violates this principal obligation in any way, it shall entitle the seller to withdraw from the agreement. If the seller withdraws from the agreement, the buyer shall, at their own expense, return the object of sale to the seller by the deadline and to the address specified by the seller in the written notice of withdrawal from the agreement, and which shall be in the territory of Slovenia. If the seller withdraws from the agreement, the buyer is obliged to pay liquidated damages to the seller in the amount of

EUR 20,000. Such liquidated damages shall not affect the seller's claim for damage compensation in the event of damage arising from the buyer's violation of this obligation.

5. DELIVERY TERMS

All goods shall be shipped to the Buyer Ex Works from Echternach, Luxembourg, according to applicable INCOTERMS, unless otherwise stated in the written order confirmation or in an agreement entered into by the parties or in these general terms and conditions.

6. TITLE TO THE OBJECT OF SALE

Although the possession of the object has been transferred to the buyer, the object of sale shall remain the property of M PECL d.o.o. until the buyer pays the purchase price in full.

Until the buyer pays the purchase price in full, the buyer shall hold the object of sale in their possession on a fiduciary basis solely as bailee for the seller and shall not sell, part with, dispose of or in any way modify the object of sale, whereby its recognisability would be destroyed. The title to the goods shall pass to the buyer only once the buyer pays the purchase price in full, while the hazard and any risk and responsibility relating to the object of sale in relation to the buyer or third parties are transferred to the buyer once the object of sale is in the buyer's possession.

In case of delayed payment, insolvency, or the Buyer's unwillingness to pay for the goods, M PECL d.o.o. shall have the right in accordance with applicable legislation to repossess the object of sale, remove the unpaid object of sale from the Buyer, and require the payment of any damages. In the event of such circumstances, the seller may withdraw from the sales agreement without any additional period of notice and then require the handover of the object of sale. Furthermore, the seller is entitled to detach the goods from anything to which they are attached or in which they are installed without being responsible for any damage caused while removing the goods owned by M PECL d.o.o. until the payment for these goods.

7. PRICES

The payment terms and conditions are specified for the buyer in the seller's quotation and/or in the sales agreement; unless stated otherwise in these documents, the payment deadline is 15 days (on the 15 th day, i.e. the maturity date, the payment must be credited to the M PECL d.o.o. bank account).

M PECL d.o.o. has the right to charge the buyer an extra handling fee in the amount of EUR 50 for processing the received order, the value of which is less than EUR 50 (transportation costs are not included in the value of the order).

M PECL d.o.o. has the right to charge the buyer statutory default interest from the date when payment for the goods becomes due to the date of actual payment; in the event of any late or incomplete payment, it has the right to suspend all future deliveries of the goods or terminate the already signed agreements without any liability for damages. All of the other rights and remedies of M PECL d.o.o arising from non-payment as well as the right to claim for damages shall fully remain at the disposal of M PECL d.o.o.

The contractually agreed upon prices where the object of sale is a production robot or a production machine shall be DAP (Delivery at place).

The contractually agreed upon prices where the object of sale is a spare part or other object of sale shall be EXW (Ex Works), and the seller shall charge the buyer costs of potential packing and transport and delivery services in accordance with the price list and with the delivery company's actual cost for delivering the object of sale.

The delivery company may be selected by the seller at their own discretion.

8. RETURN OF THE OBJECT OF SALE

Under the conditions arising from this item of the General Terms and Conditions, the seller shall recognize that the buyer has the right to return the object of sale to the seller after purchase – the buyer may only return individual spare parts or other parts that do not constitute the entirety of the machinery nor the entirety of the equipment or a robot. The right to return shall be limited only to individual components, spare or replacement parts, and the seller shall not reimburse the purchase price for the following items:

- for goods, the price of which depends on market fluctuations, which the company cannot influence and which can occur within the deadline for withdrawing from the agreement;
- for goods manufactured in accordance with precise instructions provided by the buyer and that have been adapted to the buyer's business needs
- for goods, the return of which is not suitable due to the nature of the goods, or for goods which are quickly perishable or the expiry date of which expires quickly;
- for goods, which are inseparably mixed with other items due to the nature of such goods;
- for goods with digital contents.;

The buyer is entitled to:

- an 85% reimbursement of the purchase price if the returned spare part is in its original packaging, if the packaging has not been opened or damaged; the buyer shall, however, return the spare part to the seller within 15 days of the date on which the invoice for the returned spare part was issued, by ensuring that the item is already located at the registered offices of the seller by the expiration of this deadline;

- a 30% reimbursement of the purchase price if the packaging has been opened or damaged, provided that, upon inspection, the seller confirms that the spare part is undamaged, new, unused, and that its condition is the same as when it was delivered to the buyer by the seller; the buyer shall, however, return the spare part to the seller within 15 days of the date on which the invoice for the returned spare part was issued, by ensuring that the returned item is at the seller's registered offices by the expiration of this deadline.

In each indent of the preceding paragraph, the listed conditions shall be fulfilled cumulatively; if even just one condition is not met, the buyer shall not be entitled to receive a reimbursement of the purchase price and the spare part shall be handled as specified in the preceding paragraph of this point.

The buyer shall not be entitled to a reimbursement of the purchase price if a spare part is returned to the seller later than within 15 days of the date on which an invoice for the returned spare part was issued, regardless of whether the packaging of the spare part has been opened or not. In the event of such a return, the seller shall ask the buyer to collect the returned spare part from the seller within 10 days of the date on which the seller sent such notice. If the buyer fails to collect the goods, the seller shall have the right to charge the buyer for the storage of the spare part in the amount of 5% of the purchase price per each day of the delayed collection, up to the amount of the purchase price; then, the seller shall have the right to sell the spare part and keep the full purchase price amount, which shall be considered liquidated damages for the non-compliance with the provisions of these General Terms and Conditions.

The sale of the item is merely the seller's right, i.e. they will perform the sale at their own discretion, and it is not an obligation, as the seller may decide, at their own discretion, to keep the object of sale. The title to the returned spare part shall be transferred to the seller on the day following the expiration of the deadline for collecting the spare part, within which the buyer does not collect the spare part.

In the event that the buyer returns a spare part, the buyer shall cover the costs of delivery (by mail, shipping and delivery service, own delivery, etc.) to the seller's registered offices as well as the costs of collecting the spare part, provided that the buyer was not entitled to do so before the reimbursement of the purchase price because they did not meet the conditions for a partial reimbursement of the purchase price.

9. WARRANTY

The seller provides a warranty for the object of sale, which depends on the type of the object of sale and the type of the services rendered.

The seller provides a warranty with a warranty period as of the date of purchase, in the following events, unless otherwise specified in the sales agreement and/or the quotation:

- for the flawless technical operation of a new industrial robot, the warranty period shall be 12 (twelve) months,

- for the flawless technical operation of another industrial machine, the warranty period shall be 24 (twenty-four) months,

- for the flawless technical operation of a new spare part manufactured by the seller, the warranty period shall be 12 (twelve) months,

- for the flawless technical operation of a new spare or another object of sale not manufactured by the seller, the warranty period shall be equal to the manufacturer's warranty period (in this case, the manufacturer's provisions apply for procedures, scope, and the terms and conditions for enforcing warranty claims),

- if the seller repairs a spare part, the warranty period for the flawless technical operation of the repaired spare part shall be 12 (twelve) months as of the date of repair.

If the duration of the warranty period is recorded in the quotation and/or the sales agreement, the warranty period recorded in the quotation and/or sales agreement shall apply.

Only if there is no provision regarding the duration of the warranty period in the quotation and/or the sales agreement shall the provisions of these General Terms and Conditions apply. If the duration of the warranty period is not specified in the sales agreement, the quotation, or these General Terms and Conditions, it is considered that a warranty is not provided for the object of the sale.

The object of sale, for which the seller provides a warranty and on which defects are found, which are subject to a warranty, shall be either replaced or repaired for free by FANUC ADRIA (ROBOSHOT, ROBOT, ROBOCUT, ROBODRILL) at its own discretion, under the following conditions, provided that point i and point ii or iii (depending on whether the object of the warranty is moveable or immovable property) shall be fulfilled cumulatively:

i. the seller receives a written notice from the buyer within the warranty period stating that there is a defect,
ii. the company M PECL d.o.o. receives the parts subject to complaint within 14 days of receiving the notice under point i. – if the object of the warranty is moveable property.
iii. if the object of the warranty is immovable property, the warranty procedure shall be carried out at the location of the object of the warranty.

If the buyer submitted an unjustified warranty claim to the seller and if the seller does not provide a warranty in relation to the object of sale, which would become evident as the seller inspected the object of sale, the buyer is obliged to reimburse the seller for any costs related to the inspection of the object of sale, its processing, or any inspection, after-sale services, repair, and similar services.

The buyer shall provide the company M PECL d.o.o. reasonable time and possibility to eliminate a defect within the warranty period, which is at least 90 days of receiving the object of the warranty claim or of the buyer's notification regarding a defect on immovable property (depending on the deliverability of spare parts or other items, the deadline for eliminating the defect is extended due to the specific nature of the object of sale to a period, in which the seller will objectively be able to eliminate the error).
M PECL d.o.o. shall, at its own discretion, either replace or repair the defected parts.

Software products and consumable goods (e.g. light sources, batteries, etc.) are under warranty for ninety (90) days from the time of delivery.

Warranty terms can only be changed through a written agreement between M PECL and the buyer.

Any warranty-related liability of the seller in respect of third-party products shall be excluded; for such products, the manufacturer's warranty (if any) shall apply, and the buyer is entitled to submit a warranty claim only to the manufacturer in accordance with the manufacturer's rules and terms and conditions.

The warranty will be invalidated if:

a. the goods are consumable goods the duration/lifespan of which expires due to normal use for the intended purpose,

b. according to standards, the lifespan of the goods is shorter than its warranty terms,

c. the object of the warranty is used incorrectly (e.g. overloading a machine/robot/spare part), in the event of force majeure, damage due to external factors or foreign objects, damage due to failure to follow the instructions of the seller or the manufacturer (including, but not limited to: connecting to the incorrect power supply voltage or current, failure the follow the instructions for installation and use, and the failure to follow other instructions of the seller or the manufacturer).

d. the buyer alters the subject of the warranty without the Seller's consent, repairs it without the seller's authorized service provider, or installs additional equipment or parts onto the subject of the warranty, all without a prior permission of the seller,

e. if any defect in or breakdown of the goods is due to improper handling ornegligence on the part of the buyer, its employees, agents or contractors or due to any other cause outside of the scope of the seller's responsibility.

M PECL d.o.o. is not responsible for any defects, damage, or other breakdowns which result from alterations or repairs and become evident during the period in which there is a warranty for material defects or within the warranty period, if these defects occurred due to actions performed by the buyer or their authorized third parties without the prior written consent of the seller.

FANUC ADRIA is the sole authorised service provider for eliminating the defects and potential malfunctions of the object of sale; as such, solely the seller shall have the right to eliminate defects and malfunctions on the object of sale. Any interference with the object of sale by third parties or entities shall be unauthorised interferences; in such cases, the warranty and the seller's warranty due to legal or material defects on the object of sale following unauthorised interferences shall be excluded.

All additional parts added to the machine have a 12-month warranty unless otherwise stated.

10. LIMITATION OF LIABILITY

The amount of any damages incurred by the buyer due to defective goods, for which the seller was responsible, cannot exceed the net price of the goods.

The buyer shall be held liable by the seller for any third-party claims regarding the goods sold by the seller to the buyer, which is consequently sold, forwarded, or put under control of a third party by the buyer.

M PECL d.o.o. shall be under no liability whatsoever in respect of any loss of profit, damage incurred, injury or expense whatsoever arising from any defective goods and shall not assume liability in relation to third parties that may have claims against the buyer; the exclusive liability regarding the aforementioned shall be assumed by the buyer.

11. TRADEMARKS AND COPYRIGHTS

The buyer shall not at any time erase, alter or deface the seller's name or any of the seller's trademarks on the object of sale. Furthermore, buyer shall not attach any other trademark to the goods or juxtapose the seller's trademarks with any other mark likely to cause confusion. The copyright related to the seller's designs, data sheets, packaging, and literature and similar materials shall remain the seller's property and no rights shall be transferred to the buyer, with the exception of the right to use the property after the transfer of the property to the buyer.

12. GENERAL

Any agreement entered into between the seller and the buyer shall be governed by Slovenian legislation; a Slovenian court shall have territorial jurisdiction for resolving any disputes, at the location of the seller's registered offices.

The buyer's signature of an after-sale service report or any other document, including the acceptance protocol regarding the acceptance of the object of the sale sent via e-mail, shall be a legally accepted confirmation or signature by the seller or buyer.

The buyer undertakes to regularly check the content of the seller's website at my.fanuc.eu in a timely manner, to which the seller has or will provide access, and the buyer undertakes to regularly monitor all documents on this website related to the object of sale, to familiarise themselves with them, and to follow through with all of the instructions and obligations regarding the object of the sale imposed on the buyer by the documents published on the website.

The buyer shall be responsible for meeting all of the applicable regulations relating to the goods purchased from the seller. Furthermore, the buyer shall ensure that all persons using the goods or working in their immediate vicinity understand and always follow all of the instructions, user manuals, notifications, and warnings issued by the seller, and that they are properly qualified for working with the object of sale.

If one or more provisions of these conditions are in contravention to the valid legal system or may in any other way become null and void, the remaining provisions shall remain unchanged and the remaining part of the general provisions shall stay in effect.

M PECL d.o.o. is not liable for any defect resulting from force majeure, including all events beyond the seller's responsibility.

If the buyer has different terms and conditions for suppliers than those listed above, their terms and conditions are considered invalid. Different terms and conditions must be marked as such and can only be accepted if they are coordinated with M PECL doo and signed by both companies.