

General purchase conditions (GPC) of FORI d.o.o., Prešernova cesta 1a, VELENJE - SI

1. Definitions

“FORI”: FORI d.o.o., Prešernova cesta 1a, VELENJE.; “Agreement”: an agreement between FORI and the contracting party concerning the sales of products, providing services or duties which has to be done; “The contracting party”: an individual or corporate person with which FORI wants to have an agreement or already has an agreement with.

2. Agreement

An agreement is being effected in written. All FORI orders should be confirmed by the contracting party by returning the signed copy of FORI confirmation of order within 3 days, unless the order states a different term. FORI is entitled to cancel the order as long as the contracting party has not yet given a written confirmation. FORI is never bound by any annotation and/or comment, stated by the contracting party in the confirmation of order.

3. Applicability

Unless agreed otherwise, explicitly and in writing, these purchase conditions form a part of all the agreements entered into by FORI. The general conditions of the contracting party are not applicable unless FORI explicitly and in writing accepted these conditions.

4. Prices

The prices stated in the confirmation of order are fixed and cannot be unilaterally adjusted and/or altered by the contracting party. The contracting party is not allowed, after signing and returning the confirmation of order, to pass on any price increase to FORI. Import duties and import costs shall be for the account of the contracting party. FORI can only be charged for additional orders if a written order to that effect has been placed by FORI

5. Delivery

Delivery shall take place carriage paid to the address and at the time or within the period stated in the confirmation order. Each shipment should be accompanied by a signed packing list stating the order number and if applicable FORI's description of the delivered goods, article number and the number of products.

6. Transfer of title

The ownership of and the risk for the goods are transferred to FORI at the moment of receipt at the address stated in article 5, without prejudice to any right of rejection of the goods after receipt thereof (article 7)

7. Rejection

If the goods delivered or the work done by the contracting party is not in accordance with the order, FORI is entitled to reject the goods delivered or the work done. Should FORI reject the goods or work, the contracting party shall be obliged within 14 days, either to substitute the goods, as yet to do the work in accordance with the order, or to refund the price, according to FORI wishes and without prejudice to FORI right to demand full damages for losses incurred and without FORI right to partially or completely cancel further execution of the order, if FORI should so wish.

In the event of the latter FORI shall not be held liable for damages of any sort whatsoever and FORI shall retain the right to claim full damages. Following rejection of the delivered goods, FORI shall store said goods or have them stored, for the account of the contracting party and at the contracting party's own risk. The ownership of these rejected goods shall be transferred to the contracting party as soon as either the goods have been substituted or FORI have been paid the damages resulting from rejection.

8. Packaging

The goods should be packed in such a way that, if transported in a normal way, they arrive at their destination in good condition and can be unloaded and stored in the customary manner. For materials FORI is having special packaging instructions the contracting party must respect them. Costs of packaging are included in price of goods. If loan packaging is used, this should be stated separately in the consignment note. Loan packaging must be send back at the account and risk of the contracting party, if not that can be done by FORI at the account and risk of contracting party. If FORI have any costs with recycling of packaging such costs will be charged to contracting party. Packaging material can only be charged to FORI following explicit prior agreement with FORI in writing.

9. Payment

The payment shall be made in the value, which is printed, on the order or in contract. If nothing is agreed default payment is 90 days net. Payment shall be made within the agreed period, after the goods received or the services rendered have been invoiced to FORI. FORI is entitled to suspend any payments due to the contracting party if:

- FORI has rejected the goods or the work done

- The goods have not been delivered or the work has not been done within the period stated in the confirmation of order
- Other obligations resulting from the contract have not been met by the contracting party.

FORI is entitled to settle any payments, costs, damages and/or interest which are or will be due to FORI by The contracting party with the payments due to The contracting party.

10. Guarantee

The contracting party guarantees that the goods delivered are in accordance with the specifications stated in the confirmation of order and with the supplied samples and that these are made of durable materials, are well finished and fit for the purpose for which FORI ordered them.

The contracting party is obliged to repair, at first notice, any faults and defects in the products which should arise within two years of receipt by FORI, free of charge unless this is a result of normal wear or injudicious use. In the event that The contracting party should not comply with this, FORI had the right to carry out the necessary work, or have it carried out by a third party, for the account of The contracting party, without prejudice to FORI other rights.

11. Liability

The contracting party is liable for all damages to or caused by the goods supplied as a result of faults or defects in the goods supplied, such being in accordance with the guarantee above and in accordance with Slovene Civil law. This liability extends to damages due to transgression of the delivery term, damages to third parties, loss of profits and other indirect damages arising on out part or that third parties. The contracting party shall indemnify FORI against liability to third parties.

12. Titles of third parties

Except for the goods made according to an FORI design, The contracting party shall bear the full liability should the goods delivered infringe third parties rights. The contracting party shall indemnify FORI against any claims, costs or interest relating to the aforementioned.

13. Designs

All designs, materials and tools supplied by FORI, or manufactured or purchased by The contracting party for the account of FORI are in ownership and can be claimed immediately by FORI in any time. The contracting party shall keep said means for his account and at his risk and shall keep them in good condition. Seller shall not use them for the benefit of, or have them used by third parties unless so authorised in writing by FORI.

14. Contracting out

Without written approval from FORI the contracting party shall not contract out the order or any part thereof to third parties.

15. Rescission and termination

In the event of the contracting party defaulting on the compliance with his obligations arising from any agreement and/or in the event of the bankruptcy or suspension of payment or liquidation of the contracting party's company, FORI shall have the right without further notice and without legal action to partially or fully rescind the agreement, without being held liable for any damages and without prejudice to FORI's further rights. All claims which are due or which will be due to FORI in these cases shall be claimable immediately and in full.

16. Force Majeure

The contracting party, foreseeing force majeure, can only claim such provided he informs FORI immediately, and in any event within two weeks of the situation to which force majeure can be attributed arising, in writing and providing the necessary proof. In the case of force majeure FORI is unilaterally entitled to rescind the agreement without legal action and without being liable for damages. A claim of force majeure is not accepted in the case of default by supply companies, machine failures and production breakdowns.

17. Applicable law

Slovenian law is applicable to all agreements entered into by FORI.

18. Competent law

Any and all disputes arising under or in relation to agreements and further agreements entered into by FORI will be brought before the competent Court in Celje.

19. Authentic text

The Slovenian language version of these conditions shall apply as the sole text. In the event of any differences or differences in interpretation between the Slovenian language version and any translations thereof into other languages, the Slovenian language version shall prevail.