

# **General terms of sale provided by the company REM d.o.o.**

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# Content

- 1 General.....3
- 2 Offers, pro forma invoice, inquiries .....3
- 3 Conclusion of a contract.....4
- 4 Prices.....4
- 5 Definition of working day.....5
- 6 Terms of payment .....5
- 7 Retention of title .....6
- 8 Delivery deadline.....7
- 9 Packaging, dispatch, transfer of risk.....8
- 10 Warranty against defects.....8
- 11 Protection of trade secret .....10
- 12 Force majeure .....10
- 13 Applicable law .....11
- 14 Settlement of disputes .....11
- 15 Final provisions.....11

# 1 General

1.1 In the following, the General Terms of Sale apply to all offers and to every sale or supply of goods or services provided by the company Rem d.o.o.

1.2 The purchaser's or client's terms and any other or different terms from these General Terms of Sale shall only apply if the company Rem d.o.o has agreed to them in writing.

1.3 The agreement confirmed in writing concerning the deviation of a certain item from an item in the General Terms of Sale provided by Rem d.o.o. shall not affect the validity of the other items or provisions in these General Terms of Sale.

1.4 By concluding a contract with Rem d.o.o., the purchaser or client accepts and acknowledges that he understands the General Terms of Sale, which complement any special arrangements between the contracting parties and are legally binding.

## 2 Offers, pro forma invoice, inquiries

2.1 All offers made by the company REM d.o.o. shall be binding for it until the date specified in the offer.

2.2 An issue of a pro forma invoice shall be considered to be an offer. In this case, the obligations of the company REM d.o.o. enter into effect on the day the amount based on the pro forma invoice is paid, yet only in the event that payment is made within the period specified in the pro forma invoice. If the payment based on the invoice is made after expiry of the deadline specified for payment in the pro forma invoice, REM d.o.o. shall not be obliged to fulfil its obligations if it informs the purchaser or client within the period of calendar 8 days. In this case, REM d.o.o. undertakes to return the entire amount received on the basis of the pro forma invoice within 8 calendar days of such a notification.

2.3 The offer shall contain all of the contract's essential elements so that, by accepting it, the contract can be concluded.

2.4 The company REM d.o.o shall issue the offer or pro forma invoice on the basis of the inquiries made by the purchaser or client.

### **3 Conclusion of a contract**

3.1 The conclusion of a contract shall be considered to be any legally valid meeting of the minds between the purchaser or client and the company REM d.o.o., which constitutes the conclusion of a contract, especially an offer received in written form or a pro forma invoice, given by the company REM d.o.o. to the purchaser or client, and a written confirmation of the order from the company REM d.o.o., given by the purchaser or client before the offer itself.

3.2 The obligations to the purchaser or client arising from the concluded contract shall be legally binding for REM d.o.o. from the conclusion of such a contract onwards.

3.3 If the purchaser or client should withdraw from the contract, the provisions in the Code of Obligations shall apply for the withdrawal; in any case, he shall be obliged to repay the company REM d.o.o. all the costs and damages caused to the company REM d.o.o. in connection with the terminated contract.

### **4 Prices**

4.1 If it is not evident from the offer and pro forma invoice received, or from the confirmation of the order, or from any other documents constituting the Contract of Sale with an individual purchaser or client, the prices in the “FCA warehouse of the company REM d.o.o.” according to INCOTERMS 2010 shall apply.

4.2 The Agreement on the price is an integral part of the contracts.

4.3 The company REM d.o.o. has the right to change the price in the event of any agreed change in the quantities, plans, specific characteristics and materials used.

4.4 All charges, including taxes, customs fees and other fees, shall be covered by the purchaser or client, unless it is agreed otherwise in the confirmation of the contract.

4.5 All prices are in EURO (€) if not other written declared in writing.

## **5 Definition of working day**

5.1 "Working day" means a period of eight consecutive hours from 7:00 am to 3:00 pm (Central European time - UTC+1) on the same day, every day of the week from Monday to Friday, except holidays and work free days in the Republic of Slovenia.

## **6 Terms of payment**

6.1 The payment deadline is the final deadline or date by when the total amount of each invoice, based on the concluded contract, has to be transferred to the bank account of the company REM d.o.o.; it is specified in each invoice. It shall be considered that the payment has been made when the money is in the bank account of the company REM d.o.o.

6.2 Unless otherwise agreed in writing, the payments of all invoices must be made on the transaction account of the company and without deductions within the period of 30 days from the date of delivery.

6.3 For payments with discounts, a special agreement is required. The condition for granting a discount is that the purchaser or client has no outstanding debts to the company REM d.o.o.

6.4 If a client is late with payments, he must also pay the statutory default interest unless expressly agreed otherwise in writing.

6.5 If a payment is deferred for the purchaser or client by the company REM d.o.o., and the payment is not settled in full by the deferred deadline, it shall be considered that the invoice already fell due for payment on the original due date and the purchaser or client, shall also be obliged to pay default interest from that due date until payment. By accepting these General Terms of Sale, the purchaser or client waives any possibility of objecting to such deferred due dates and acknowledges the original due date as the only undisputable due date of the invoice.

6.6 If the purchaser or client is late with the payment of two or more invoices, or if it becomes known that his ability to pay has significantly reduced, his economic situation is poor or he is in a difficult financial situation, and if he can not provide sufficient funds to insure his debts upon the request of REM d.o.o., all existing receivables shall fall due for immediate payment. The company REM d.o.o. then has the right to only make the open deliveries on the basis of an advance payment or to withdraw from the contract within a reasonable time, it can in any case claim compensation if, in relation to this, any legally acknowledged damage is suffered. In addition, REM d.o.o. has the right to forbid any further sale and processing of supplied goods and to demand that they be returned at the expense of the purchaser or client. The purchaser is already now in agreement with the fact that the supplied goods shall be taken back in such cases.

6.7 In the case of asserting material defects for the supplied goods, the payment deadline shall not be extended automatically. The payment period shall only be extended once the company REM d.o.o. acknowledges in writing that the supplied goods had material defects.

6.8 In the event that the purchaser or client is significantly late (30 days or more) with the payment of at least one invoice, REM d.o.o. has the right to change the payment deadline for the currently ordered goods or even to withdraw from the order without the purchaser or client being able to successfully assert any claim against the company REM d.o.o. because of such changes to the contract or such a withdrawal from the contract.

## **7 Retention of title**

7.1 The company REM d.o.o. reserves the ownership right to the settlement or complete fulfilment of the purchaser's or client's liabilities in respect to the supplied goods, including the payment of any costs from late payment reminders and default interest.

7.2 The client is obliged to take part in any measures for the protection of the property of the company REM d.o.o. or its ownership rights on the goods sold by retention of title until all his liabilities have been fulfilled.

7.3 All claims and rights pertaining to a sale by retention of title shall also apply to the goods that undergo further processing. In such cases, REM d.o.o. shall obtain a co-ownership right to the new things in proportion with the value of its goods to which it has retention of title to the total value. The purchaser or client shall thereby surrender a claim with all of its pertaining rights arising from the further sale of goods, over which retention of title is held, to the seller.

## **8 Delivery deadline**

8.1 The delivery deadline or delivery date is the deadline or date that has been contractually agreed upon to be the deadline or date by when REM d.o.o. is to fulfil its obligation of delivery in the manner agreed upon by contract.

8.2 The delivery deadline or delivery date agreed upon shall be respected. If a fixed date has not been determined as the delivery date, the delivery deadline shall start to run with the date the contract was concluded, in which the date the offer was accepted by the purchaser or client and the date the contract was confirmed by REM d.o.o.

8.3 In the event of a delay in delivery, REM d.o.o. will notify the purchaser or client and inform him of the new delivery deadline or delivery date.

8.4 The amounts delivered and any deviations from the weight of the goods ordered have to be in accordance with international standards. Deviations shall be possible if they have been expressly agreed upon. If the client receives a greater amount of delivery, the goods shall be paid for at the same price as for the amount agreed upon.

8.5 For delivery, the clauses from the International Chamber of Commerce in Paris (the INCOTERMS clauses) shall apply to each valid text except for the terms which have been explicitly agreed upon otherwise. What INCOTERMS clause is to be used for a specific sales contract shall be agreed upon in the contract itself (derived from the offer which has been accepted, or from the confirmation of the order).

## **9 Packaging, dispatch, transfer of risk**

9.1 The prices specified in our offers and contracts also include packaging and protective material necessary in order to prevent damage on the way to the destination under normal conditions of transportation as specified in the contract. All deviations must be agreed upon in writing.

9.2 Insomuch that it has not been agreed upon otherwise between the contracting parties, the standard packaging for road transport with closed trucks shall be included in the price of the goods.

9.3 The place of delivery or dispatch shall be specified in each contract.

9.4 The risk of damage or loss of goods shall be determined in regards to each agreed upon INCOTERMS clause.

## **10 Samples, models, trademark**

10.1 The production assets (models, samples, tools, plans, etc.), which are owned by one of the two contracting parties, may not be sold, pledged or otherwise disposed of or burdened by the other partner without the written consent of the owner, nor may they allow a third party access to them, or for them to be used by a third party.

10.2 The goods come with the mark of the company REM d.o.o., unless it is otherwise agreed upon.

## **11 Warranty against defects**

11.1 REM d.o.o. warrants that the quality of the material supplied is adequate in terms of the technical data on the approved quotation or the contract between the contracting parties and that it is in accordance with the technical data and the contract between the contracting parties.

11.2 The client or the purchaser shall send the complaint via the online form and, after the defect report, additionally with photographs to [service@rem.si](mailto:service@rem.si). REM does not accept defect reports in any other form.

11.3 The client must report any quantity or quality deviation of the delivered goods in writing or submit a defect report within three working days of receipt of the goods at the latest. The same shall apply to the purchaser of services.

11.4 In the case that the carriage of the goods is organised by REM d.o.o. or the sales parity is EX-works or FCA according to Incoterms 2020 and the carriage is organised by the client itself, the client must object to any quantity and quality deviations directly upon receipt of the goods on the CMR form.

11.5 In cases where REM d.o.o. carries out the assembly of the delivered goods, it shall notify the client or the purchaser of the date of completion of the assembly at the latest two working days before the completion of the assembly, proposing that the acceptance of the executed works be carried out as of that date (by means of a record of the executed and accepted works). If the client or the purchaser fails to appear for the acceptance of the goods delivered and the installation carried out as so specified, the client or the purchaser shall be deemed to have fully accepted the goods delivered and the work carried out.

11.6 The client shall report or declare in writing any latent defects or hidden quality deviations as soon as they are discovered, but at the latest within six months of taking delivery of the goods, and shall enclose the relevant samples and data, otherwise the Buyer shall forfeit all its rights hereunder. The same shall apply mutatis mutandis to the purchaser of the services.

11.7 If the complaint is not submitted in time, the goods and services shall be deemed to conform to the requirements and the client or the purchaser shall forfeit all rights arising from defects in the goods.

11.8 In the event of a request by REM d.o.o., the client or the purchaser shall immediately return the goods subject to the claim report or individual samples in order to establish the validity of the claim. Otherwise, REM d.o.o. shall not be in a position to assess the validity of such a complaint and shall not be liable for any silence with regard to the rectification of defects. Its obligations shall only commence upon delivery of the goods complained of, or of the individual items, into its possession.

11.9 REM d.o.o. undertakes to respond to a complaint within a maximum of three working days after we receive defect report by the online form and after we receive all required evidence on email [service@rem.si](mailto:service@rem.si) .

11.10 In the event that the complaint is found to be justified and accepted as a claim, REM d.o.o. shall, in agreement with the client, carry out the rectification of the defect in the order of priority set out below:

- rectify the defect itself as soon as possible
- take back the goods and replace them with faultless goods - i.e. deliver other goods without defect; or
- take back the goods and reimburse the costs; or
- the defective goods are retained by the buyer or customer and the lower purchase price is credited to the client or purchaser.

11.11 If the client's or purchaser's complaint is deemed justified and confirmed by REM d.o.o., REM d.o.o. undertakes to rectify the claim as soon as possible.

11.12 A complaint caused by unprofessional use of the goods, unauthorised or unprofessional tampering with the goods themselves, as well as by unprofessional, defective or negligent handling of the goods shall be disregarded.

## **12 Protection of trade secret**

12.1 Both contracting partners are obliged to protect the confidential business information they have obtained in relation to the contract, of which these general terms form an integral part, from third parties.

## **13 Force majeure**

13.1 In the event of force majeure, the contracting partner shall be exempt from fulfilling their contractual obligations if the consequences of force majeure prevent them from fulfilling their contractual obligations. If the consequences of force majeure should last for more than three (3) months, it shall be necessary to take appropriate measures in order to protect the interests of each partner in the given situation.

13.2 Circumstances of force majeure are considered to be events that occur after the conclusion of the contract, due to unforeseen and unforeseeable events which are acknowledged by the Slovenian court as force majeure.

## **14 Applicable law**

14.1 The provisions of Slovenian national law, particularly the Code of Obligations, shall be applied for the regulation of any conditions that are not settled by these General Terms of Sale.

## **15 Settlement of disputes**

15.1 The substantive district court of jurisdiction (according to the headquarters of the company REM d.o.o.) in the Republic of Slovenia shall decide on any potential disputes arising from the contract between the purchaser or client and the company REM d.o.o., of which these General Terms of Sale form an integral part, and on any disputes relating to it.

## **16 Final provisions**

16.1 These General Terms of Sale shall be valid for an indefinite period or until they have been replaced with new ones.

16.2 Any amendments and supplements to these regulations shall only be binding if they have been confirmed in writing by REM d.o.o. and the purchaser or client.