



EUROPE ELECTRONICS

## 1. INTRODUCTORY PROVISIONS

1.1. These general terms and conditions of sale (hereinafter referred to as “terms and conditions”) of Europe Electronic D.o.o. (hereinafter referred to as “seller”) amend, in accordance with the provision § 273 and following of the Commercial Code as amended (hereinafter referred to as “Commercial Code”), reciprocal rights and obligations of contractual parties arising out of a purchase contract concluded between the seller and other persons acting; when ordering goods; in the course of their business activity or in the course of their independent exercise of the profession (hereinafter referred to as “buyer”).

1.2. Terms and conditions do not apply to cases where a person intending to buy the goods from a seller is a consumer within the meaning of § 52 et seq. of the Civil Code, as amended.

1.3. Terms and conditions are an integral part of each purchase contract. Derogating arrangements in the purchase contract take precedence over the provisions of these terms and conditions.

1.4. Seller has the right to change or amend the wording of the business terms and conditions. No rights and obligations arising under the existing terms and conditions are affected by this provision.

## 2. CONTRACT CONCLUSION

2.1. Price offers submitted by the seller represent a call for tenders and may be changed at any time without prior notice.

2.2. Seller's response is required for all orders. Contracts between the buyer and the seller are concluded by written acceptance by the seller and are governed by these terms and conditions. By ordering the goods, the buyer declares that s/he wants to purchase the ordered goods.

2.3. Purchase orders marked as non-standard or Non-Cancellable Non-Returnable (hereinafter referred to as "NCNR") are irrevocable and irreversible. The seller may mark the products as non-standard or "NCNR" in various ways, including the indication of this marking in the quotation on the product lists or in the attachments.

2.4. Buyer cannot change, cancel or change planned delivery of standard products without the seller's consent. The seller reserves the right to assign the sale of products to their customers.

2.5. All information about the goods present in the online shop is informative and does not constitute a proposal to deliver these goods. This concerns, in particular, the depictions of goods, the anticipated delivery dates and the availability of the goods. The seller is not obliged to conclude a purchase contract for such goods placed in the online shop. The seller is entitled to arbitrarily change or terminate the sale of the goods without prior notice or information.

2.6. The minimum order value is 50, - EUR.

2.7. Buyer is advised that the details of the goods presented on the shopping portal (mainly availability, price, size, and inventory) are not updated by the information, warehouse system, and seller's human resources continually and at any time. Changes in stock inventory are updated in the seller's information system after certain amount of time, taking technical possibilities into account. For this reason, the merchandise data present on the shopping portal may not always be correct and complete compared to the actual status. The buyer also notes that the "availability" displayed on the merchandise item on the



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shopping portal cannot be interpreted as a delivery time. The stated availability of the goods is only an indicative, non-binding estimate of the time that is expected for the seller's stock to be sold out. The seller is not interested in luring or misleading their customers and therefore, the possibility of delivery of the ordered goods to the buyer is always verified by the seller and the order is shipped only upon buyer's acceptance of the seller's order. The seller points out that, in particular, due to the nature of Internet sales and supplies from suppliers, the goods cannot be shown to the buyer in advance, it is not always possible to accept the seller's orders and make delivery, though through a third party. The merchandise sold through this shopping portal is always limited by the seller's current stock and the re-negotiation and / or delivery of the goods after its sale is not possible, not even through another person. The seller will not be able to deliver products or equivalent products or to arrange for the delivery to be made by another seller at this price, at a time and in a quantity that is reasonable with respect to the product, the scope of the product advertisement and the price offered, especially if, on the seller's side or their contracting party, an error occurred in the information system, in entering the input data, on the portal or in the advertising leaflet, in the case of goods displayed, and in particular in terms of price, availability, size or quantity of goods. The buyer will always be informed about such matter in an appropriate way (e.g., correction of the data) and, in the case of a contract, each of the parties has the right to withdraw from the contract.

2.8. If a seller discovers a print, system, human, supplier, or other product or delivery error (mainly published or otherwise identifiable on the purchasing portal, or stated in the order, in acceptance of the order or in another report) before accepting the order, or if the stock is sold out, the goods are not available, or in case they put in all the effort and yet still are not able to deliver the goods to the buyer within the agreed time or price stated in the online shop, or for the reasons of force majeure, the seller is entitled to withdraw from the purchase contract and / or cancel / refuse, respectively. Such an error may relate in particular to the actual price of the goods, quantity, delivery options, stock availability, and image of the merchandise on the shopping portal or other fact, for example, the inability to deliver the goods to the buyer in time or properly in accordance with the order or acceptance of the order. Buyer will be informed of this fact immediately and the seller is entitled not to deliver such goods / not to accept the order, refuse the order issued to the buyer or accepted by the seller, or unilaterally withdraw from the purchase contract as described above. In these exceptional cases, the seller is not in delay with the delivery of the goods. The seller is always entitled to unilaterally withdraw from the purchase contract (until delivery) or immediately cancel / reject the order, if the price of the goods or the quantity stated on the shopping portal were incorrect due to a human, system or other error. If the buyer has already paid the purchase price, this purchase price will be returned by the seller in such cases no later than within 15 days from the date of cancellation of the contract or order. The seller is entitled to unilaterally withdraw from the contract and / or not to deliver the goods to the buyer, even if s/he finds out that s/he was given or provided incorrect, incomplete or untrue data regarding the buyer, the person receiving the goods or if there is a risk that the behaviour of the person with who the seller communicates may incur damages on the part of the seller (e.g. fraud).

### **3. PRICES**

3.1. Prices for products are listed with netto value only and do not include taxes, shipping costs, customs duties or other costs or charges, such as special packaging and product labels, permissions, certificates, customs declarations and registrations. The buyer is responsible for any additional charges.



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3.2. Prices of goods are listed without VAT . Product prices remain valid for as long as they are present in an online shop. The seller reserves the right not to accept the proposal to conclude a purchase contract, or reserves the right to withdraw from the concluded contract if the purchase price offered or agreed upon by the buyer in the online shop is incorrect.

3.3. The seller declares that he is not aware of the purpose of the purchase made by the buyer or the use for which the purchased goods are intended to be used and therefore has no responsibility for the choice of the ordered goods and their consequences for the buyer.

3.4. If any of the requirements specified in the order cannot be met by the seller, s/he will send the buyer an amended offer indicating possible variants of the order and request the buyer's opinion. The amended offer is considered a new purchase contract proposal and the purchase contract is closed in this case only once it is accepted by the buyer. Also in this case, these terms and conditions are an integral part of the conclusion of the purchase contract.

## **4. PAYMENT CONDITIONS**

4.1. Invoiced payments are due within the due date stated on the seller's invoice, without the credit or deduction of taxes levied by deduction or other amounts.

4.2. In the case of late payment by the customer, the seller is entitled to charge interest on the due amount from the due date to the date of reimbursement of 10% pa, including reasonable legal fees or collection costs..

4.3. The seller is entitled to request a deposit or other similar payment before the conclusion of the purchase contract, or the payment or other similar payment is justified even after the purchase contract has been concluded if it is necessary to fulfil the seller's obligation under the purchase contract. Buyer is required to provide a deposit or other similar payment within the time and method specified by the seller.

4.4. The seller is entitled to change the buyer's credit terms at any time, ask the buyer for financial details to verify the buyer's creditworthiness, request a bank guarantee or other form of guarantee, or suspend any buyer's outstanding orders. The seller may charge against any of the buyer's accounts. In case of any buyer's late payment under the purchase contract, the seller is entitled to change any scheduled deliveries or cancel any outstanding orders without any further legal claims and to declare all outstanding invoices immediately payable.

4.5. The seller is entitled to refuse checks and bills. Discounts or charges for bills are borne by buyers, checks and bills are due immediately.

## **5. LEAD TIME, PARTIAL DELIVERIES**

5.1. Unless the seller specifies in writing otherwise, the EXW delivery condition from the seller's warehouse is valid for all the seller's deliveries and in the case of direct EXW shipments, from the manufacturer's warehouse (according to INCOTERMS 2010).

5.2. The delivery times indicated by the seller are only estimated and valid in the case of timely delivery of the materials and supplies to the seller. The seller is not responsible for the delayed, partial or early delivery and the buyer is obliged to accept the delivery and to pay for the products delivered. The delayed order delivery or any part of it does not give the buyer the right to cancel the other deliveries.

5.3. Delivery time is prolonged appropriately if it has not been complied with due to force majeure, strike, unforeseeable barriers, allocation, inability to take goods from generally



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available sources, delivery difficulties of the subcontractor, or other circumstances not caused by the seller and also if such circumstances affect its subcontractor.

5.4. A frame order is an order that is delivered in portions. However, the frame order cannot exceed 12 months. Individual deliveries must have a value of at least € 100. Frame orders can only be made once fixed lead times are agreed. These are then considered binding lead times. In case of non-compliance by the buyer, the seller is entitled to change the agreed purchase price. The seller reserves the right to send the goods in accordance with pre-agreed deadlines without prior notice.

## **6. TRANSPORT, RISK TRANSFER**

6.1. The place of delivery of the goods is the place of the seller or the place determined by him. If the buyer requests delivery of the goods to another place, s/he bears the risk and expense of shipping and transporting the goods, beginning with the dispatch of the goods from the seller's warehouse or from the manufacturer's warehouse. Insurance during the transportation is provided only at the request and at the expense of the buyer.

6.2. Upon receipt of the goods from the carrier, the buyer is obliged to immediately check the integrity of the packaging of the goods and, in case of any defects, immediately notify the carrier and the seller.

6.3. At the request of the buyer, it is possible to insure the consignment at buyer's cost against the identified risks.

6.4. If the consignment is delayed without the fault of the seller, the goods will be stored at the cost and risk of the buyer. A notice that the goods are ready to be sent has the validity of the shipment.

6.5. The seller is not responsible for the damages that arise from non-acceptance or delayed takeover of the goods. The seller is responsible only if these damages are caused by the seller.

6.6. When the goods are taken over, the buyer is required to check the integrity of the package and the completeness of the delivery, in particular the number of transport packages (parcels / consignments). In the case of any apparent defects found in connection with the transport and goods, the buyer is obliged to immediately notify the carrier and no later than within one (1) business day also the seller. The buyer is obliged to indicate the obvious damage to the shipment and the packaging violation on the transport document of the carrier at the time of the receipt of the shipment (especially at signing the takeover). If the transport package is taped with the original seller's tape that is damaged or if there is any other disruption to the packaging or there is an unauthorized opening of the shipment, the buyer is obliged to refuse the shipment from the carrier. By signing the takeover protocol, the buyer confirms that the shipment has been taken over intact. If the buyer does not object to the non-delivery of the goods and the non-delivery of the documents delivered with the goods within three (3) business days after the delivery of the goods, based on the confirmed delivery and transport documents it is assumed that the goods have been delivered properly to the buyer, unless it is otherwise proved.

## **7. OWNERSHIP EXCLUSION**

7.1. The seller reserves the ownership right of the goods up to the full payment of the purchase price of the goods and all other claims arising from the current business relationship.



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## 8. WARRANTY

8.1. The seller provides a guarantee for the quality of the goods for the period for which the manufacturer provides them with the goods supplied.

8.2. In case the usability period of the goods is limited by certain operations (e.g. installation), the warranty period of the goods is limited by this period of usability/operation.

8.3. Complaints on the correct number of issued items and on the congruity of the ordered items with the invoice can be claimed by the buyer within three (3) days after their receipt. When delivering goods that are prepared by measuring or weighing, where the quantity of parts delivered on the accompanying document differs from the actual delivery within a tolerance of  $\pm 2\%$  (by type of goods), this fact cannot be the subject of a claim.

8.4. In the case of a justified warranty, the only remedies available to the buyer (at seller's option) are product repairs, free replacement of products, or refund of the purchase price of the number of products that have been accepted in the warranty.

8.5. The buyer shall not be liable for the defects in the event that the goods are mechanically damaged, the goods were used in contrary to the instructions for the use or other instructions, obviously improper use of the goods, in the event of a defect resulting from improper installation.

8.6. The seller does not provide any statement or warranty for the software and will have no responsibility for the software. Unless explicitly stated otherwise in the software license agreement, the software is provided as it is, without any other warranty.

## 9. RETURN OF GOODS

9.1. Customer is only allowed to return to the seller the goods s/he has purchased and only with the Return Material Authorization number (hereinafter referred to as "RMA") obtained from the seller or from the seller's website at [www.soselectronic.com](http://www.soselectronic.com).

9.2. Return of goods in the case of visible defects: buyer is obliged to inform the seller in writing about any damage to the outer packaging of the goods within one (1) business day after the delivery of the goods by the seller or the authorized carrier. The buyer shall, within three (3) business days after delivery of the goods by the seller or his/her authorized carrier, notify the seller in writing of any non-delivery of the goods in the required quantity or other defect (hereinafter referred to as "visible defect"); otherwise, it is assumed that the buyer has properly taken over the goods.

9.3. Return of goods within the warranty period: Buyer is obliged to inform the seller in writing about the specific defect of the goods within the warranty period. The seller will assign an RMA number only if the defect (both a visible defect and a defect in the guarantee of the goods) is caused solely by the seller or original manufacturer of the goods and only if the buyer has complied with the obligation to inform the buyer in writing. In the event of damage, non-delivery of the goods in the required quantity or other defect caused by the buyer, the carrier or the transport service provider or other third party, the seller does not provide the RMA number. After receiving an RMA number, the buyer is obliged to return the goods to the seller according to the seller's instructions listed in the RMA. The buyer is required to pay the costs associated with the shipment in advance. The seller is entitled to assess all the goods returned by the buyer on the basis of the RMA. In case the seller decides that the goods do not qualify for the refund, s/he will send them back to the buyer while the shipping costs are covered by the recipient; or the seller keeps the goods





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on the buyer's account and they can be collected by the buyer on their expense. In case the goods qualify for the refund, costs associated with the shipping will be paid to the buyer.

## **10. LIMITATION OF LIABILITY**

10.1. Seller's liability to the buyer is limited to the buyer's direct damage up to the price of the item in question. This limitation of liability does not apply in the event of death or injury caused by the negligence of the seller. Seller is not responsible for any indirect, special, incidental or consequential damages (such as loss of revenue or loss of income, loss of data, loss of use, reprocessing, repair, production costs, costs for the withdrawal of products from the market, reputation harm or loss of customers). Buyer's rights, conferred by law to the extent that the seller cannot, in accordance with the law, reject any assumed or statutory warranties, are not affected by this limitation of liability.

## **11. CIRCUMSTANCES EXCLUDING LIABILITY**

11.1. The seller is not responsible for failing to fulfil his obligations under these business conditions unless the failure to comply with these obligations were caused by the circumstances beyond his reasonable control (for example, events of force majeure, buyer's action or failure to act, disruption of operations, natural or man-made disasters, epidemics, lack of material or goods, strikes, crimes, delay in delivery or transportation or the inability to obtain work, materials or goods from standard sources).

## **12. USE OF PRODUCTS**

12.1. The buyer is obliged to adhere to the manufacturer's specifications for the goods. Goods may not be used in life-saving appliances, human implants, nuclear facilities, or in other appliances or devices where the failure of the goods could lead to life-threatening or property damage. In the event that the buyer uses or sells goods for the use in such devices or fails to comply with the defined specifications of the manufacturer, s/he agrees that such use, sale or non-compliance is at their sole risk.

## **13. IMPORT / EXPORT**

13.1. Certain goods and related technologies sold by the seller are subject to measures of the United States, the European Union and / or other countries on export regulation, except for the boycott regulations (hereinafter referred to as "export regulations"). The buyer is required to comply with the export regulations and to obtain all authorizations or permissions required for the transport, export, re-export or import of goods and related technologies.

13.2. Buyer may not export or re-export goods and related technologies to any country or entity for which such export or re-export is prohibited, including any country or entity that are subject to sanctions or embargoes applied by the United States of America, the European Union or other countries.

13.3. Buyers may not use the goods and related technologies in connection with chemical, biological or nuclear weapons, rocket systems (including ballistic missiles, spacecraft or probing missiles) or unmanned aerial carriers of such rockets or weapons, or the development of any weapons of mass destruction.

## **14. ELECTRONIC ORDERS**



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14.1. These terms and conditions apply to the sale and purchase of goods between the buyer and the seller even if, for any part of the purchase and sale of the goods, including the buyer's confirmation of the non-standard purchase of "NCNR" goods or demand forecasts, the electronic data exchange, buyer's internal portal, third-party portal, or other electronic means is used (hereinafter referred to as the "Electronic Order").

14.2. Acceptance of seller's request to confirm buyer's electronic purchase order or acceptance of electronic order information provided by seller to buyer in written, email or other form of EDI is binding upon buyer.

## **15. WITHDRAWAL FROM THE PURCHASE CONTRACT**

15.1. The seller is entitled to withdraw from the contract, except for the legal reasons:

- in the case of failure to fulfil the buyer's obligation under Art. 4.4 of business conditions
- in the case of an order made on the basis of an incorrect view in the on-line shop
- in the event of a delay in the payment of the purchase price or part of it or an advance payment for a purchase price of more than seven (7) calendar days
- in case of non-receipt of goods or delay in receipt of the goods
- in the event of insolvency or execution proceedings against the buyer.

15.2. The seller is also entitled to withdraw from the contract at any time until the goods are taken over by the buyer.

15.3. In the case of withdrawal from the purchase contract, the purchase contract is cancelled from the start. The goods must be returned to the seller within seven (7) days from the withdrawal from the purchase contract.

15.4. In the event of withdrawal from the purchase contract, the seller returns the money received from the buyer within 14 (fourteen) days from the withdrawal from the purchase contract in the same manner as the seller has received them from the buyer. The seller is not obliged to return the money received to the buyer before the buyer returns the goods. The buyer shall bear the costs of returning the goods in the event of withdrawal.

15.5. The buyer cannot withdraw from the contract in respect of goods which have already been delivered properly, in a timely manner and without defects. The buyer is not entitled to withdraw from the contract in case part of the consignment has already been delivered.

15.6. Withdrawal must be made in writing and in case of electronic orders, they must be made electronically. Withdrawal from the contract is effective upon delivery of the notice of withdrawal to the other contracting party.

15.7. If the seller withdraws from the contract in accordance with these terms and conditions, the buyer is obliged to compensate the seller for the costs s/he has incurred in preparing, packing, dispatching and executing the order in the actual amount, but not less than 20% of the negotiated purchase price.

15.8. The seller is entitled to unilaterally offset the right for compensation for damage of goods against the buyer's claim to return the purchase price.

## **16. PROTECTION OF PERSONAL DATA**

16.1. Buyer hereby, in accordance with Act No. 122/2013 on Personal Data Protection, grants the seller the permission to process his or her personal data for the purposes of conclusion and performance of the contract. These personal data of the buyer include, in particular, business name, registered office, identification number, telephone number, bank account number. The consent under this point is granted for the duration of the contract, or



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the frame contract and for the next 4 years after the buyer has fulfilled all his obligations under the contract or frame contract. This consent may be revoked by the buyer in writing at any time.

## 17. FINAL PROVISIONS

17.1. The applicable law is exclusively the legal order of the Slovenian Republic. The purchase agreement, the business terms and conditions, their interpretation and the relationships that have arisen on them are governed by the generally binding legal regulations of the Slovenian Republic, in particular the Commercial Code. The parties agree that any dispositive provision of the Slovenian rule of law shall not apply to the extent that its use may change (whether in whole or in part) the meaning, purpose or interpretation of any provision of the purchase contract or business terms and conditions.

17.2. If any provision of the business terms and conditions is invalid or ineffective, or becomes so, instead of invalid clauses, provisions will be made, the meaning of which is as close as possible to the invalid clause. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. Amendments to the purchase contract require a written form or at least must be made by electronic mail.

17.3. These business terms and conditions will enter into force and effect on 28th November 2017. Contractual relationships arising before these business terms and conditions enter into force remain in force and are governed by the terms and conditions that are in force at the time of their creation.

17.4. The terms and conditions are valid and binding from the date of their publication on the seller's website and can also be viewed at the seller's registered office. The seller reserves the right, at their sole discretion, to cancel, modify, amend or replace them with the new ones. However, for already existing purchase contracts, the terms and conditions that were valid at the time of their creation are applicable. By performing the registration as well as by sending the order and by agreeing with the GTC at [www.soselectronic.com](http://www.soselectronic.com) at the end of the ordering process, the buyer confirms that s/he has become acquainted with and agrees with the business terms and conditions, considering them as part of the contractual relationship.

17.5. Governing law is the law of the Slovenian Republic. Any disputes arising out of GTC, or in connection with them, including disputes arising out of the supply of goods, shall be dealt with and decided solely by the courts in the Slovenian Republic.