

NORTRADE SL D.O.O. GENERAL CONDITIONS OF SALE	NORTRADE SL D.O.O. SPLOŠNI PRODAJNI POGOJI
1. GENERAL CONDITIONS OF SALE	1. SPLOŠNI PRODAJNI POGOJI
1. In these General Conditions of Sale:	1. V teh Splošnih prodajnih pogojih:
the " Buyer " means any customer of the Seller to whom Products are supplied under these terms and conditions;	» Kupec « pomeni katerokoli stranko Prodajalca, ki ji slednji dobavi Proizvode na podlagi teh splošnih prodajnih pogojev;
the " Contract " means any contract between the Seller and the Buyer for the sale and purchase of the Products;	» Pogodba « pomeni katerokoli pogodbo, sklenjeno med Prodajalcem in Kupcem v zvezi s prodajo in nakupom Proizvodov;
" Ex Works " means " <i>ex works</i> " as defined in the edition of the rules for interpretation of trade terms known as INCOTERMS current as at the date of the Buyer's order;	» Ex Works « pomeni » <i>ex-works</i> «, kot je ta definirana v izdaji pravil za tolmačenje mednarodnih trgovinskih pojmov, ki so poznana kot INCOTERMS, ki je veljavna na datum Kupčevega naročila;
" Intellectual Property Rights " means any and all rights in patents, copyright, moral rights, business and trade names, trademarks, design rights, knowhow and all other intellectual property rights and any applications for any of the foregoing which may subsist anywhere in the world and whether or not registered or registrable;	» Pravice intelektualne lastnine « pomeni katerokoli in vse pravice in patente, avtorske pravice, moralna upravičenja, poslovna in trgovska imena, znamke, pravice dizajna, <i>know-how</i> in vse ostale pravice intelektualne lastnine in katerekoli prijave v zvezi s katerokoli od prej navedenih, ki obstajajo kjerkoli na svetu ne glede na to, ali so registrirane oz. sposobne registracije;
the " Products " means all products and associated documentation to be supplied under the Contract;	» Proizvodi « pomeni vse proizvode in z njimi povezano dokumentacijo, ki bodo dobavljeni na podlagi Pogodbe;
the " Seller " means the company NorTrade SL zastopanje in trgovina, d.o.o., reg. no. (<i>mat. št.</i>): 9900390000, Alpska cesta 37B, 4248 Lesce;	» Prodajalec « pomeni družbo NorTrade zastopanje in trgovina, d.o.o., matična št.: 9900390000, Alpska cesta 37B, 4248 Lesce;

"Writing" includes cable facsimile transmission, electronic data transfer, e-mail and comparable means of communication; any notification under this Contract expressed to be required <i>"in writing"</i> or any <i>"written notification"</i> shall be construed accordingly;	»Pisno« vključuje prenos preko telefax-a, elektronski prenos podatkov, e-pošto in primerljiva komunikacijska sredstva; vsa obvestila v skladu s to pogodbo, za katera je izrecno navedeno, da morajo biti v »<i>pisni obliki</i>«, ali vsa »<i>pisna obvestila</i>«, se razlagajo v skladu s prej navedenim;
"IMI" means the company Norgren Ges.m.bH, with company number FN 95345p, Industriezentrum NO Sud, Strasse 2a, Objekt M39/I, A-2355 Wiener Neudorf, Austria, and any other entities that directly or indirectly control Norgren as well as any other subsidiaries controlled by the same entities.	»IMI« pomeni družbo Norgren Ges.m.bH z matično št.: FN 95345p, Industriezentrum NO Sud, Strasse 2a, Objekt M39/I, A-2355 Wiener Neudorf, Austria, in katerokoli drugo pravno osebo, ki direktno ali posredno obvladuje Norgren, kot tudi katerekoli druge hčerinske družbo, ki jih obvladujejo te pravne osebe.
2. All quotations are made and all orders are accepted subject to these General Conditions of Sale. All other terms, conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by the Seller in Writing (order acknowledgements do not constitute such acceptance). In particular, in no circumstances will any conditions of purchase submitted at any time by the Buyer be applied to the Contract and any failure by the Seller to challenge any such conditions of purchase does not imply acceptance.	2. Vse ponudbe so pripravljene in vsa naročila so sprejeta v skladu s temi Splošnimi prodajnimi pogoji. Vsi drugi pogoji, določila ali kakršnakoli jamstva, so izključeni iz Pogodbe ali kakršnihkoli njenih sprememb, razen če jih Prodajalec izrecno ne sprejme v pisni obliki (potrditve naročil ne predstavljajo takšnega sprejema). Zlasti se v nobenem primeru nobeni pogoji nakupa, ki jih Kupec predloži kadarkoli, ne uporabljajo za Pogodbo, in če Prodajalec takšnim pogojem nakupa ne nasprotuje, to ne pomeni, da jih sprejema.
3. In the event of a conflict between these General Conditions of Sale and the specific terms and conditions of quotation then the latter shall prevail. Acceptance by the Buyer of delivery of the Products shall be deemed to constitute unqualified acceptance of these conditions.	3. V primeru neskladja med temi Splošnimi prodajnimi pogoji in posebnimi pogoji iz ponudbe prevladajo slednji. Šteje se, da Kupec s prevzemom dobave Proizvodov brezpogojno sprejme te pogoje.
4. Unless otherwise stated therein quotations shall be available for acceptance for a maximum period of 30 days from issue and may be withdrawn at any time by written or oral notice.	4. Razen če ni v ponudbi to drugače določeno, je ponudba veljavna in na voljo za sprejem največ v obdobju 30 dni po podaji in jo je mogoče kadarkoli preklicati s pisnim ali ustnim obvestilom.

5.	If any statement or representation has been made to the Buyer by the Seller or its officers, employees or agents (other than in the document(s) enclosed with the Seller's quotation), upon which the Buyer wishes to rely it shall only be entitled to do so if that statement or representation is attached to, or endorsed on, the Buyer's order and even then only if the Seller subsequently confirms in writing to the Buyer that the Buyer is entitled to rely on such statement or representation.	5.	Če je Prodajalec ali katerikoli od njegovih direktorjev, zaposlenih ali zastopnikov Kupcu podal kakršnokoli izjavo ali zagotovilo (razen tistih, ki so vsebovani v dokumentih, priloženih Prodajalčevi ponudbi), na katero se Kupec želi zanesti, je Kupec do tega upravičen le, če je taka izjava ali zagotovilo priloženo Kupčevemu naročilu ali se slednje nanj izrecno sklicuje, in še to le, če Prodajalec naknadno pisno potrdi Kupcu, da se Kupec lahko zanaša na takšno izjavo ali zagotovilo.
6.	The Contract is between the Seller and the Buyer and neither the benefit nor the burden is assignable by the Buyer without the Seller's written consent. The Contract may be assigned, sub-contracted or otherwise disposed of by the Seller.	6.	Pogodba je sklenjena med Prodajalcem in Kupcem in slednji ne more prenesti niti koristi, niti obveznosti brez Prodajalčevega pisnega soglasja. Prodajalec lahko Pogodbo prenese, preda v podizvedbo ali z njo drugače razpolaga.
7.	Unless specifically agreed to the contrary all trade terms shall be interpreted in accordance with the version of INCOTERMS current at the date of order.	7.	Če ni izrecno dogovorjeno drugače, se vsi pogoji prodaje tolmačijo v skladu z izdajo INCOTERMS, ki je veljavna na datum naročila.
8.	The Seller shall be entitled to cancel its acceptance of an order at any time by serving notice in writing on the Buyer if it does not receive, on request, satisfactory (in the Seller's sole opinion) credit references in relation to the Buyer. If the Seller cancels its acceptance of an order pursuant to this Clause 1.8, it shall have no liability whatsoever for any liabilities, losses, damages, costs or expenses whatsoever incurred, suffered or paid by the Buyer as a result of or in connection with such cancellation.	8.	Prodajalec je upravičen preklicati svoj sprejem naročila kadarkoli, na podlagi pisnega obvestila poslanega Kupcu, če ne prejme, na podlagi zahteve, zadovoljive (po izključni presoji Prodajalca) kreditne ocene Kupca. Če Prodajalec prekliče svoj sprejem naročila po tej točki 1.8, v zvezi s tem ne odgovarja za katerokoli škodo, izgubo, katerekoli stroške ali izdatke, ki bi nastali, bi jih trpel ali bi jih plačal Kupec v posledici ali v zvezi s takšnim preklicem.
2.	ELECTRONIC TRADING	2.	ELEKTRONSKO POSLOVANJE

1.	Electronic orders shall be valid if all the information agreed between the Buyer and the Seller as being required is properly set out in the agreed format and the order is transmitted by the Buyer to the Seller by reference to the correct identification code and is received by the Seller when collecting its electronic mail from the relevant system.	1.	Naročila oddana elektronsko so veljavna, če so vsi podatki, za katere sta se Kupec in Prodajalec dogovorila, da so potrebni, pravilno navedeni v dogovorjeni obliki ter če Kupec naročilo posreduje Prodajalcu s sklicem na pravilno identifikacijsko kodo in ga Prodajalec prejme ob prevzemu svoje elektronske pošte iz ustreznega sistema.
2.	Subject to Clause 2.1, each valid electronic order will be deemed accepted by the Seller unless the Seller communicates rejection of the order to the Buyer by electronic or other means (including telephone) within two working days of receipt. Acceptance of an order shall constitute a contract for sale and purchase to which these General Conditions of Sale shall apply.	2.	Upošteva se točka 2.1 šteje vsako naročilo, ki je bilo veljavno oddano elektronsko, s strani Prodajalca za sprejeto, razen če Prodajalec v dveh delovnih dneh od prejema Kupcu po elektronski ali drugi poti (vključno s telefonskim klicem) sporoči zavrnitev takšnega naročila. Sprejem naročila pomeni sklenitev pogodbe o prodaji in nakupu, za katero veljajo ti Splošni prodajni pogoji.
3.	PRICES	3.	CENE
1.	Unless otherwise agreed in writing all prices are Ex Works. Unless otherwise agreed in writing prices are payable in Euro. If the Seller agrees to deliver the Products otherwise than at its premises the Buyer shall pay all packaging, transportation and insurance costs and other costs incurred by the Seller in making or arranging such delivery.	1.	Razen če ni pisno dogovorjeno drugače, so vse cene vselej Ex Works. Če ni pisno dogovorjeno drugače, so vse cene plačljive v EUR. Če Prodajalec soglaša z dobavo Proizvodov drugje, kot v svojih prostorih, bo Kupec plačal vse stroške pakiranja, transporta in zavarovanja in vse ostale stroške, ki bodo Prodajalcu nastali v zvezi z organizacijo takšne dobave.
2.	The Seller shall be entitled at any time on written notice to make a reasonable adjustment to the price in the event of any alteration in quantity, design or specification requested by the Buyer.	2.	Prodajalec je upravičen, da kadarkoli s pisnim obvestilom Kupcu izvede razumno prilagoditev cene v primeru kakršnihkoli sprememb količin, dizajna ali specifikacij, ki jih zahteva Kupec.

3.	The Seller reserves the right at any time prior to delivery and on written notice to increase the price if there is any increase in the cost of materials, labour, transport, utilities, foreign currency fluctuation, currency regulation or alteration of duties or if the costs of the Seller are increased by any other factor beyond the reasonable control of the Seller.	3.	Prodajalec si pridržuje pravico, da kadarkoli pred dobavo s pisnim obvestilom Kupcu poviša ceno, v kolikor je prišlo do povišanja stroškov materiala, delovne sile, transporta, storitev, valutnih sprememb, sprememb valut ali sprememb carin ali če pride do povišanja stroškov Prodajalca iz katerihkoli razlogov, ki so izven njegovega razumnega vpliva.
4.	The Buyer shall be liable to the Seller for any demurrage costs incurred in the event of vehicles being unduly delayed at the point of delivery.	4.	Kupec odgovarja Prodajalcu za katerekoli stroške ležarine, ki so nastali v primeru neupravičenega zadrževanja vozil na kraju dobave.
4.	DELIVERY	4.	DOBAVA
1.	Unless otherwise agreed in Writing by the Seller delivery shall be ExWorks and delivery shall be deemed to take place when the Products are made available by the Seller for collection by the Buyer or its carrier at the Seller's premises.	1.	Razen če Prodajalec Pisno soglaš drugače, se dobava izvede Ex Works in se šteje za izvedeno ko so Proizvodi na voljo pri Prodajalcu za prevzem s strani Kupca ali njegovega prevoznika, v prostorih Prodajalca.
2.	All dates and periods for delivery are estimated and do not constitute fixed times for delivery by the Seller and time of delivery shall not be of the essence of the Contract nor shall the Buyer be entitled to make, or to purport to make, time for delivery of the essence of the Contract.	2.	Vsi datumi in roki za dobavo so ocenjeni in ne predstavljajo končnih rokov dobave s strani Prodajalca; čas dobave ne predstavlja bistvene sestavine Pogodbe, prav tako Kupec ni upravičen določiti, niti zatrjevati, da predstavlja rok dobave bistveno sestavino Pogodbe.
3.	The date for delivery shall in every case be dependant upon prompt receipt of all necessary information, final instructions or approvals from the Buyer.	3.	Datum dobave bo v vsakem primeru odvisen od hitrega prejema vseh potrebnih podatkov, končnih navodil in potrditev s strani Kupca.

4.	Notwithstanding Clause 4.2 the Buyer shall be obliged to take delivery of the Products within 30 days of the Seller giving it notice that the Products are ready for delivery. Failure by the Buyer either to take delivery or to make payment in respect of any one or more partial deliveries of Products shall entitle the Seller to terminate the Contract, (such right is without prejudice to any other rights and remedies available to the Seller).	4.	Neglede na točko 4.2, Kupec mora prevzeti Proizvode v 30 dneh od dneva, ko ga je Prodajalec obvestil o tem, da so Proizvodi na voljo za dobavo. Če Kupec ne prevzame ali ne izvede plačila v zvezi s katerimkoli ali več delnimi dobavami Proizvodov, lahko Prodajalec odstopi od Pogodbe (takšna pravica ne vpliva na druge pravice in pravna sredstva, ki so na voljo Prodajalcu).
5.	Where the Buyer requests and the Seller agrees to postpone delivery, or where delivery is otherwise postponed without default by the Seller, the Buyer shall pay upon demand all reasonable costs and expenses including reasonable storage and transport costs. The Buyer shall pay for the Products in accordance with these General Conditions of Sale as if the same had been delivered on the due date. The Seller shall be entitled to claim interest pursuant to Clause 7.3.2 from the date on which payment would otherwise have fallen due if no such postponement had occurred.	5.	Če Kupec zahteva in Prodajalec pristane na preložitev dobave, ali če je dobava kakorkoli preložena brez krivde Prodajalca, bo Kupec plačal na zahtevo vse razumne stroške in izdatke, vključno z razumnimi stroški skladiščenja in transporta. Kupec bo plačal Proizvode v skladu s temi Splošnimi prodajnimi pogoji, kot da bi mu bili dobavljeni na predviden datum. Prodajalec bo upravičen terjati zamudne obresti po točki 7.3.2 od dneva, ko bi plačilo sicer zapadlo, če do preložitve ne bi prišlo.
6.	Unless otherwise expressly agreed in writing the Seller may deliver Products in partial deliveries in which case each instalment shall be treated as a separate Contract governed by these General Conditions of Sale. No delay in the delivery of any instalment of Products or any defect therein shall entitle the Buyer to terminate remaining Contracts.	6.	Če ni pisno dogovorjeno drugače, lahko Prodajalec izvede delne dobave, pri čemer bo v tem primeru vsaka delna dobava veljala za samostojno Pogodbo na podlagi teh Splošnih prodajnih pogojev. Zamuda z delno dobavo Proizvodov ali napake v zvezi z njo Kupcu ne dajejo pravice da odstopi od preostalih Pogodb.
5.	RISK AND TITLE	5.	NE VARNOST IN PRENOS LASTNINSKE PRAVICE
1.	Risk of damage to or loss of the Products shall pass to the Buyer upon delivery and the Buyer is then solely responsible for all loss damage or deterioration to the Products.	1.	Nevarnost uničenja in izgube Proizvodov preide na Kupca on dobavi in Kupec je od tedaj dalje sam odgovoren za vso škodo ali poslabšanje Proizvodov.

2.	Title to the Products shall not pass to the Buyer until either:-	2.	Lastninska pravica na Proizvodih ne preide na Kupca dokler:
1.	the Seller has received in cash or cleared funds all monies payable (whether or not due) to the Seller under all Contracts between the Buyer and the Seller; or	1.	Prodajalec ni prejel v gotovini ali v prosto razpoložljivih sredstvih vseh (zapadlih ali nezapadlih) plačil po vseh Pogodbah, sklenjenih med Kupcem in Prodajalcem; ali
2.	the Seller serves on the Buyer notice in writing specifying that title in the Products or any part thereof has passed to the Buyer.	2.	Prodajalec ne izroči Kupcu pisno potrdilo, iz katerega izhaja, da je lastninska pravica na Proizvodih ali kateremkoli njihovem delu prešla na Kupca.
3.	Until title has passed to the Buyer from the Seller under these General Conditions of Sale, the Seller may recover the Products.	3.	Dokler lastninska pravica ni prešla iz Prodajalca na Kupca v skladu s temu Splošnimi prodajnimi pogoji, lahko Prodajalec prevzame Proizvode.
4.	Until the title to the Products has passed to the Buyer, the latter shall possess the Products as the warehouseman of the Seller and shall store the Products separately from other goods and shall ensure that they are fully insured on an all risks basis and clearly identifiable as the belonging of the Seller. The Buyer shall also not assign, underlet, pledge, mortgage, charge, encumber or part with possession of the Products or any interest in the Products nor establish or allow to be established any encumbrance over the Products. Notwithstanding the foregoing, if the Buyer resells the Products before the title has passed in accordance with this Clause 5, it shall do so solely on the following conditions:	4.	Dokler lastninska pravica nad Proizvodi ne preide na Kupca, ta Proizvode hrani kot shranjevalec za Prodajalca, in jih mora hrani ločeno od drugega blaga in zagotoviti, da so v celoti zavarovani proti vsem tveganjem in jasno označeni kot last prodajalca. Kupec tudi ne sme odstopiti, dati v rabo, zastaviti, obremeniti, obdavčiti, obremeniti ali opustiti posest nad Proizvodi ali kakršnihkoli pravic v zvezi z Proizvodi, niti ustanoviti ali dovoliti ustanavljanje kakršnihkoli obremenitev na Proizvodih. Ne glede na zgoraj navedeno, če Kupec ponovno proda (preproda) Proizvode, preden pride do prenosa lastninske pravice nanj v skladu s to točko 5., to lahko stori izključno pod naslednjimi pogoji:
1.	any sale will be performed in the ordinary course of the Buyer's business at full market value and the Buyer will account to the Seller accordingly and hold out of the sale proceeds, the sums equivalent to the invoice value of the Products supplied by the Seller on trust, for the benefit of the Seller; and	1.	vsaka prodaja bo izvedena v okviru običajnega poslovanja Kupca po polni tržni vrednosti, Kupec pa bo Prodajalcu obračunal in iz prodajnih prihodkov zadržal zneske, ki ustrezajo vrednosti računa za Proizvode, ki jih je dobavil Prodajalec, v korist Prodajalca; in

2.	any such sale will be a sale of the Seller's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale.	2.	katerakoli taka prodaja bo prodaja lastnine Prodajalca v imenu in za račun Kupca, Kupec pa bo pri taki prodaji nastopal kot glavna pogodbeni stranka (principal).
5.	The Seller shall be entitled at any time to require the Buyer to deliver up the unpaid Products to the Seller, and if the Buyer fails to do so within a reasonable period of time, the Seller shall be entitled to take every step permitted under the relevant law to recover and/or dispose of the Products.	5.	Prodajalec ima pravico kadarkoli zahtevati, da Kupec dostavi (vrne) neplačane izdelke Prodajalcu, in če Kupec tega ne stori v razumnem roku, ima Prodajalec pravico sprejeti vse ukrepe, ki jih dovoljuje relevantno pravo, da doseže vračilo in/ali razpolaganje s Proizvodi.
6.	CANCELLATION AND AMENDMENT	6.	PRENEHANJE IN DOPOLNITVE
1.	Cancellation or amendment of a Contract requires the prior approval in writing of the Seller and shall be conditional upon the Buyer indemnifying the Seller against all reasonable costs and expenses incurred by the Seller as a result of such cancellation or amendment.	1.	Prenehanje ali sprememba Pogodbe zahteva predhodno pisno soglasje Prodajalca in je mogoča pod pogojem, da Kupec Prodajalca odškoduje vseh razumnih stroškov in izdatkov, ki bi Prodajalcu nastali kot posledica takšnega prenehanja in spremembe.
2.	Products returned to the Seller without the Seller's written consent will not be accepted for credit.	2.	Proizvodi, ki so vrnjeni Prodajalcu brez njegovega pisnega soglasja, ne bodo sprejeti v dobropis.
7.	TERMS OF PAYMENT	7.	POGOJI PLAČILA
1.	Unless otherwise agreed by the Seller in writing, payment shall be made within thirty (30) days of the last day of the month of invoice and the Seller shall be entitled to issue invoices in the month in which the Products are delivered or would have been delivered, save for postponement due to default on the part of the Seller. Timely payment of the price is essential part of the Contract. No payment shall be deemed to have been received, until the Seller has received cleared funds.	1.	Če Prodajalec pisno ni soglašal drugače, mora biti plačilo izvedeno v roku tridesetih (30) dni od zadnjega dneva meseca v katerem je bil račun izstavljen in Prodajalec je upravičen izstaviti račun v mesecu, v katerem so bili Proizvodi dobavljeni ali bi morali biti dobavljeni, razen v primeru odložitve dobave, ki je posledica zamude na strani Prodajalca. Pravočasno plačilo je bistvena sestavina Pogodbe. Nobeno plačilo šteje za prejeto, dokler Prodajalec ne prejeme denarnih sredstev, s katerimi lahko prosto razpolaga.

2.	All payments made by the Buyer to the Seller under a Contract subject to these General Conditions of Sale, shall be made free of any restriction or condition and without deduction or withholding on account of any other amount and/or claim, whether by way of set-off or otherwise, and whether such amount and/or claim is connected to any Contract subject to these General Conditions of Sale or otherwise.	2.	Vsa plačila, ki jih Kupec izvrši Prodajalcu v skladu s Pogodbo, za katero veljajo ti Splošni prodajni pogoji, morajo biti izvršena brez kakršnihkoli omejitev ali pogojev in brez odbitkov ali odtegljajev zaradi kakršnihkoli drugih zneskov in/ali terjatev, bodisi v obliki pobota bodisi drugače, ne glede na to, ali so taki zneski in/ali terjatve povezani s Pogodbo, za katero veljajo ti Splošni prodajni pogoji, ali ne.
3.	In the event of default in payment by the Buyer the Seller shall be entitled (without prejudice to any other right or remedy):	3.	V primeru zamude s Kupčevim plačilom, ima Prodajalec pravico (brez poseganja v katerokoli drugo pravico ali pravno sredstvo):
1.	to suspend without notice all further deliveries on any Contracts between the Seller and the Buyer;	1.	da prekine brez obvestila vse nadaljnje dobave po katerikoli Pogodbi med Prodajalcem in Kupcem;
2.	to charge default interest on a daily basis (after as well as before judgment) on any amount outstanding, at the rate equal to the European Central Bank's base interest rate on the main refinancing operations, as published on the ECB's web site, applicable on the first day on which the payment delay occurred, or in the case of a debt denominated in a foreign currency, the base rate set by the issuing central bank for that currency, or in the absence thereof, the general money market rate; in each case increased for margin of 8% (eight percentage points) per annum. When calculating the interest, the central bank base rate valid on the first day affected by the delay shall later be amended (if applicable) in accordance with the changes thereof, published on the abovementioned reference web site and from time to time increased for any debt recovery costs.	2.	da zaračuna zamudne obresti na dnevni osnovi (tako po kot pred sodbo) po obrestni meri v višini, ki je enaka temeljni obrestni meri Evropske centralne banke za operacije glavnega financiranja, kot je ta objavljena na spletni strani ECB ¹ , ki velja na prvi dan, ko je prišlo do zamude s plačilom, ali v primeru dolga, denominiranega v tuji valuti, po obrestni meri, ki jo za to valuto določi centralna banka izdajateljica te valute, ali, če ta ni na voljo, po splošni obrestni meri denarnega trga, v vsakem primeru povečani za maržo v višini 8 % (osem odstotnih točk) letno. Pri izračunu obresti se referenčna obrestna mera centralne banke, veljavna na prvi dan na katerega vpliva zamuda spreminja (kot je to relevantno) v skladu s spremembami slednje, kot so te objavljene na prej omenjeni referenčni spletni strani, in občasno povečane za katerekoli stroške izterjave dolga.
8.	MINIMUM ORDER VALUE	8.	MINIMALNI ZNESKE NAROČILA

1.	A minimum value of order is EUR 50.00. If the aggregate value of the placed order does not exceed the aforementioned minimum order value, the Seller is entitled to charge an additional fee for small orders in amount of EUR 10. .	1.	Minimalni znesek naročila je 50,00 EUR. Če skupni znesek naročila ne preseže vrednosti prej omenjenega minimalnega zneska naročila, lahko prodajalec obračuna dodatni pribitek za manjša naročila v znesku 10,00 EUR.
9.	SPECIFICATIONS	9.	SPECIFIKACIJE
1.	Subject to Clause 9.2 the Products shall in all material respects be in accordance with any agreed specification, or if there is no agreed specification, shall be generally in all material respects in accordance with any published specification issued by the Seller.	1.	Upošteva določbo točke 9.2, morajo biti Proizvodi v vseh bistvenih vidikih skladni z dogovorjenimi specifikacijami, če pa dogovorjenih specifikacij ni, pa morajo biti v vseh bistvenih vidikih v skladu s katerimikoli objavljenimi specifikacijami, ki jih je izdal Prodajalec.
2.	The Seller reserves the right to make changes in dimensions or other specifications of the Products to conform to applicable standards or laws, or if otherwise reasonable necessary having regard to the nature of the Products.	2.	Prodajalec si pridržuje pravico do sprememb dimenzij ali drugih specifikacij izdelkov, da bi ti bili skladni z veljavnimi standardi ali predpisi, ali če je to drugače razumno potrebno glede na naravo Proizvodov.
3.	The information contained in the technical specifications issued by the Seller may be relied upon to be accurate in the exact circumstances in which it is expressed. Otherwise, any illustrations, performance details, examples of installations and methods of assembly and all other technical data in such publications are based on experience and upon trials under test conditions and are provided for general guidance only. No such information or data shall form part of the Contract unless the Buyer shall have complied with Clause 1.5 relating to statements and representations and the Seller shall have given the confirmation referred to in that Clause.	3.	Informacije, vsebovane v tehničnih specifikacijah, ki jih izda Prodajalec, so točne v točno tistih okoliščinah, v zvezi s katerimi so navedene. V nasprotnem primeru so vse ilustracije, podrobnosti o zmogljivostih, primeri namestitev in načini sestavljanja ter vsi drugi tehnični podatki v takšni objavah temeljijo na izkušnjah in preskusih v preskusnih pogojih in so navedeni le kot splošna navodila. Nobena taka informacija ali podatek ni del Pogodbe, razen če Kupec sledi določbi iz točke 1.5 v zvezi z jamstvi in zagotovitvi in če Prodajalec poda potrditev iz navedene točke.
10.	LOSS, SHORTAGES AND DAMAGE APPARENT ON DELIVERY INSPECTIONS	10.	MANKO, IZGUBA IN POŠKODBE; KI SO OČITNE PRI PREGLEDU OB DOBAVI

1.	The Buyer shall only be entitled to claim (and subject to Clauses 11 and 12) for shortages or damages in the Products which are apparent on visual inspection, if the Buyer:	1.	Kupec ima pravico uveljavljati zahtevke (in v skladu s členoma 11 in 12) zaradi manka zaradi izgube ali škode na Proizvodih, ki so zaznavne pri vizualnem pregledu, če Kupec:
1.	inspects the Products within three days following receipt;	1.	pregleda Proizvode v roku teh dni po prevzemu;
2.	notifies the Seller of any loss, shortages or damage (otherwise than by a qualified signature on the delivery note) within ten working days of receipt; and	2.	obvesti Prodajalca o kateremkoli manku, izgubi ali poškodbah (drugače, kot s pridržkom ob podpisu dobavnice) v roku deset delovni dni od prevzema; in
3.	demonstrates to the satisfaction of the Seller that such loss, shortages or damage occurred prior to delivery.	3.	dokaže na način, ki je za Prodajalca zadovoljiv, da je do tega manka, izgube ali poškodb prišlo že pred dobavo.
2.	The Buyer shall have no rights in respect of loss, shortages or damage unless the Seller is given a reasonable opportunity to inspect the Products and investigate any complaint before any use of or alteration to or interference with the Products.	2.	Kupec nima nobenih pravic v zvezi z mankom, izgubo ali poškodbami, če Prodajalcu ne omogoči razumen pregled Proizvodov in preiskavo katerekoli reklamacije, pred uporabo, spremembo ali posegom v Proizvode.
3.	On a valid complaint made in accordance with this Clause 10 the Buyer shall be entitled (in the case of notified shortages or loss) to receive within a reasonable time a delivery of Products equivalent to the shortfall and (in the case of damages) to repairs to or replacements for the affected Products or at the Seller's option a credit for the price thereof and the Seller shall have no further liability whatsoever to the maximum extent permitted by Slovenian law. If a complaint of loss, shortages or damage on delivery is not made to the Seller in accordance with this Clause 10, then the Products shall be deemed to be delivered complete and undamaged, in accordance with the Contract and the Buyer shall be bound to pay for the same accordingly.	3.	Na podlagi veljavne reklamacije, podane v skladu s to točko 10., je Kupec upravičen (v primeru prijavljenih mankov ali izgub) do dobave v razumnem času, Proizvodov, ki ustrezajo manku in (v primeru poškodb) do popravila ali zamenjave prizadetih izdelkov ali, po izbiri prodajalca, do dobropisa za njihovo ceno, in Prodajalec nima nobene nadaljnje odgovornosti v najširšem obsegu, ki ga dovoljuje slovensko pravo. Če Prodajalec ne prejme reklamacije zaradi manka, izgube ali poškodb ob dobavi v skladu s to točko 10., se Proizvodi štejejo za dobavljene v celoti in nepoškodovani v skladu s Pogodbo, Kupec pa jih je dolžan plačati.

4.	Loss, shortages or damage in a delivery or any partial delivery, shall not be a ground for termination of the Contract or the remainder of the Contract (as the case may be).	4.	Manko, izguba ali poškodbe pri dobavi ali katerikoli delni dobavi ne predstavljajo razloga za odstop od Pogodbe ali preostanka Pogodbe (kot je to relevantno).
11.	WARRANTIES	11.	JAMSTVA
1.	Insofar as is permitted by law, the Seller excludes all terms and conditions that may otherwise be implied by statute.	1.	Prodajalec v najširšem še dopustnem okviru, izključuje vse pogoje in določila, ki bi se sicer lahko uporabljala na podlagi zakona.
2.	Subject to the following terms of this Clause 11.2 the Seller warrants that the Products will be free from defects as a result of faulty design, workmanship or materials (other than free issue materials). This warranty shall be for a period of two years from the date of delivery of the Products, or until the Product achieves the recommended maximum usage period, whichever is the earlier. This warranty is subject to:	2.	V skladu z naslednjimi pogoji iz te točke 11.2, Prodajalec jamči, da Proizvodi ne bodo imeli napak zaradi napak v zasnovi, izdelavi ali materialih (razen materialov, ki so na voljo brezplačno). To jamstvo velja dve leti od datuma dobave Proizvodov, ali do datuma, ko izdelek doseže priporočeno dobo uporabe, karkoli nastopi prej. To jamstvo velja pod naslednjimi pogoji:
1.	the Seller receiving written notification of the defect within the period of this warranty;	1.	Prodajalec je prejel pisno obvestilo o napaki v obdobju trajanja tega jamstva;
2.	the Product being made available to the Seller for inspection without any further use of, or alteration to, or interference with the Product;	2.	Proizvod je bil na voljo Prodajalcu za pregled brez kakršnekoli nadaljnje rabe, spremembe ali posega v Proizvod;
3.	the defect is not a loss, shortage, or damage that the Buyer should have notified to the Seller under Clause 10;	3.	napaka ni manko, izguba ali poškodba, ki bi jo Kupec moral notificirati Prodajalcu v skladu s točko 10.;
4.	the defect is not a result of any design specification or instruction given by the Buyer;	4.	napaka ni posledica kateregakoli dizajna, specifikacije ali navodil, ki jih je podal Kupec;
5.	the Buyer has fully complied with any instructions of the Seller concerning the use and storage of the Product.	5.	Kupec je v celoti upošteval katerakoli navodila Prodajalca ki se nanašajo na uporabo in hrambo Proizvoda.

3.	On receipt of notification of a claim by the Buyer under Clause 11.2, the Seller may at its discretion, repair or supply satisfactory substitute Products free of cost or repay the price of the Product(s) in whole or in part (as appropriate) within a reasonable time of the complaint being made. For the avoidance of doubt the warranty under Clause 11.2 shall not cover any deficiencies in the Products associated with normal wear and tear.	3.	Po prejemu obvestila o reklamaciji Kupca v skladu s točko 11.2, lahko Prodajalec po lastni presoji brezplačno popravi ali dobavi ustrezne nadomestne Proizvode ali v razumnem času od vložitve reklamacije v celoti ali delno (kot je primerno) povrne ceno Proizvoda(-ov). V izogib dvomu, jamstvo iz točke 11.2 ne krije katerihkoli napak Proizvodov, do katerih pride z njihovo običajno obrabo.
4.	If the Seller repairs the Product(s) or supplies satisfactory substitute Product(s) or performs repayment under this Clause 11, the Buyer shall be bound to accept such repaired or substituted Product(s), or repayment and the Seller shall be under no liability in respect of any loss or damage of whatever nature arising from the initial delivery of the defective Products or from the delay before the defective Products are repaired or the substitute Products are delivered or the repayment is performed.	4.	Če Prodajalec popravi Proizvod(-e) ali dobavi zadovoljiv(-e) nadomestni(-e) Proizvod(-e) ali izvede povračilo v skladu s točko 11., je Kupec dolžan sprejeti takšen(-e) popravljen(-e) ali nadomesten(-e) Proizvod(-e) ali povračilo plačila, Prodajalec pa ni odgovoren za kakršnokoli izgubo ali škodo, ki nastane zaradi prvotne dostave okvarjenih Proizvodov ali zaradi zamude, do katere pride zaradi popravila okvarjenih Proizvodov ali dostave nadomestnih Proizvodov ali izvedbo povračila plačila.
12.	LIMITATION OF LIABILITY	12.	OMEJITEV ODGOVORNOSTI
1.	The Seller's liability shall be limited to the maximum extent still permitted under the Slovenian law.	1.	Odgovornost Prodajalca je omejena v največji meri, kot je to še dopustno po slovenskem pravu.
2.	Under no circumstances whatsoever shall the Seller be liable in contract, tort or otherwise howsoever arising for any claim, damage, loss or costs in respect of:	2.	V nobenem primeru Prodajalec ne odgovarja v skladu s pogodbo, odškodninskim pravom ali kakorkoli drugače za zahteve, škodo, izgubo ali stroške v zvezi s/z:
(a)	any loss of profit;	(a)	kakršnokoli izgubo dobička;
(b)	loss of use of money;	(b)	nezmožnostjo uporabe denarja;
(c)	loss of anticipated savings;	(c)	izgubo načrtovanih prihrankov;
(d)	loss of business;	(d)	izgubo poslov;
(e)	loss of opportunity	(e)	izgubo poslovnih priložnosti;

(f)	loss of goodwill;	(f)	izgubo dobrega imena;
(g)	loss of reputation;	(g)	izgubo ugleda;
(h)	loss of data;	(h)	izgubo podatkov
(i)	any wasted expenditure; or	(i)	kakršnimikoli nepotrebnimi izdatki; ter
(j)	any indirect or consequential loss or damage howsoever caused. For the avoidance of doubt, the Sub-clauses in this Clause 12.2 are intended by the parties to be severable.	(j)	kakršnokoli posredno ali posledično izgubo ali škodo, ne glede na njen vzrok. V izogib dvomu, stranke smatrajo posamezne točke v tej točki 12.2. za posamične.
3.	Without prejudice to Clause 12.2, the Seller's maximum aggregate liability for all claims made by the Buyer in relation to any Contract shall not exceed the contract price for the Products, and the Buyer agrees to insure adequately to cover claims in excess of such amount.	3.	Brez poseganja v določbo točke 12.2, skupni znesek za katerega odgovarja Prodajalec v zvezi z vsemi zahtevki Kupca v zvezi s katerokoli Pogodbo, ne presega pogodbene cene za Proizvode, Kupec pa se strinja, da bo sklenil ustrezno zavarovanje za kritje zahtevkov, ki presegajo ta znesek.
4.	Prices are quoted by the Seller on the basis of the limitations of liability set out in these General Conditions of Sale. The Buyer shall be entitled to request the Seller to agree a higher limit of liability and the Seller may (at its discretion) then quote a revised price taking account of any increased insurance premium to be borne by the Seller.	4.	Prodajalec bo navedel cene upošteva je omejitve svoje odgovornosti, kot so te določene v teh Splošnih prodajnih pogojih. Kupec ima pravico zahtevati od Prodajalca, da se slednji strinja z višjo omejitvijo svoje odgovornosti, Prodajalec pa lahko (po lastni presoji) v posledici spremeni ceno, pri čemer upošteva morebitno povečano zavarovalno premijo, ki jo bo nosil Prodajalec.
5.	The Buyer shall indemnify the Seller against all losses, costs, claims, damages, expenses and liabilities in respect of or arising out of any injury, loss or damage whatsoever suffered by or occasioned to any person arising out of or in connection with the supply by the Seller of the Products or any act or omission of the Buyer in its performance of its obligations under the Contract, except where any such claim or loss is a direct result of any negligent act or default of the Seller.	5.	Kupec bo Prodajalcu povrnil vse izgube, stroške, zahtevke, škodo, izdatke in obveznosti v zvezi z ali zaradi kakršnekoli poškodbe, izgube ali škode, ki jo je utrpela ali je bila povzročena katerakoli osebi zaradi ali v zvezi s Prodajalčevo dobavo Proizvodov ali kakršnimkoli dejanjem ali opustitvijo Kupca pri izpolnjevanju svojih obveznosti iz Pogodbe, razen če je tak zahtev ali izguba neposredna posledica kakršnegakoli malomarnega dejanja ali opustitve Prodajalca.

6. If the Products are being supplied by the Seller to the Buyer for incorporation or use at or in relation to a nuclear site or facility, the following shall apply:	6. Če Prodajalec Kupcu dobavlja Proizvode za vgradnjo ali uporabo v jedrski elektrarni ali objektu ali v zvezi z njimi, velja naslednje:
1. The Buyer agrees to hold harmless, indemnify and keep indemnified the Seller (for and on behalf of itself and each of its group undertakings, and their respective officers and employees) (each an “Indemnified Person”) from and against any and all direct or indirect liabilities (which shall include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, obligations, claims (including claims from third parties), demands, damages, penalties, expenses and fees suffered or incurred by the Seller or any other Indemnified Person, arising out of any actual or alleged nuclear damage caused by the Products or which otherwise occurs in consequence of the performance of or failure to perform the Contract, whether by the Seller, or any sub-contractors of the Buyer or Seller, and any actual or alleged nuclear damage arising in consequence of any activities from time to time carried out in relation to the Contract, whether or not resulting from the negligence of the Seller;	1. Kupec se strinja, da bo Prodajalca (v svojstvu njega samega in vsake družbe v njegovi skupini ter njihovih posameznih vodstvenih delavcev in zaposlenih) (vsak posameznik je »odškodovana oseba«) odškodoval in ščutil pred vsemi neposrednimi ali posrednimi obveznostmi (ki vključujejo, vendar niso omejene na, izgubo dobička, izgubo posla, izgubo dobrega imena in podobne izgube), izgube, obveznosti, zahtevke (vključno z zahtevki tretjih oseb), terjatve, odškodnine, kazni, stroške in pristojbine, ki jih je utrpel ali imel Prodajalec ali katerakoli druga odškodovana oseba in ki izhajajo iz kakršnekoli dejanske ali domnevne škode zaradi jedrske nesreče, povzročene s Proizvodi ali ki se drugače pojavi kot posledica izpolnitve ali neizpolnitve Pogodbe, bodisi s strani Prodajalca bodisi s strani katerihkoli podizvajalcev Kupca ali Prodajalca, in kakršnokoli dejansko ali domnevno škodo zaradi jedrske nesreče, ki nastane kot posledica kakršnihkoli dejavnosti, ki se občasno izvajajo v zvezi s Pogodbo, ne glede na to, ali je posledica malomarnosti Prodajalca ali ne;

2. The Buyer undertakes to provide and to maintain, or procure that the Owner/ Operator of the site where the Products are to be installed provides and maintains, throughout the operational life of the site where the Products are to be installed and for ten years thereafter, insurance covering nuclear damage. Such policy will be placed with recognized international Nuclear Pools (Liability and Property) on industry standard terms, will provide for all suppliers and sub-suppliers to be covered as additional insured and will include a waiver of subrogation for the benefit of the Seller. The Buyer will pay any deductible applicable to such insurance (or, as applicable, procure that the Owner/Operator pays such deductible). The Buyer will provide a copy of the insurance certificate to the Seller upon written request;	2. Kupec se zavezuje, da bo zagotovil in vzdrževal ali poskrbel, da bo lastnik/ upravljavec lokacije, na kateri bodo Proizvodi nameščeni, zagotovil in vzdrževal zavarovanje za škodo zaradi jedrske nesreče za celotno obdobje obratovanja lokacije, na kateri bodo Proizvodi nameščeni, in še za deset let po tem. Takšna polica bo sklenjena pri mednarodno priznanih jedrskih zavarovalnih združenjih (<i>Nuclear Insurance Pool</i>) (odgovornost in premoženje) pod standardnimi pogoji v dejavnosti, bo zagotavljala kritje za vse dobavitelje in poddobavitelje kot dodatno zavarovane osebe in bo vključevala odpoved subrogaciji v korist Prodajalca. Kupec bo plačal vse odbitne zneske, ki veljajo za takšno zavarovanje (ali, če je to primerno, poskrbel, da bo lastnik/upravljavec plačal takšne odbitne zneske). Kupec bo Prodajalcu na pisno zahtevo predložil kopijo potrdila o veljavnosti zavarovalne police.
3. In this Clause 12 the term "liability" means any form of liability or obligation whatsoever including but not limited to liability for nuclear damage (as defined in Clause 12.6.4 below) and liability for misrepresentation, under contract, or any statutory provision whether or not based on negligence or breach of any express or implied duty to act with care or skill;	3. V tej točki 12 termin »odgovornost« pomeni kakršnokoli obliko odgovornosti ali obveznosti, vključno z, vendar ne omejeno na, odgovornost za škodo zaradi jedrske nesreče (kot je ta opredeljena v točki 12.6.4 spodaj) in odgovornost za napačna zagotovila, v skladu s Pogodbo ali katerokoli zakonsko določbo, ne glede na to, ali temelji na malomarnosti ali kršitvi izrecne ali implicitne dolžnosti ravnati s skrbnostjo ali strokovnostjo;

4.	In this Clause 12, the term “nuclear damage” means the loss of human life, all types of serious injury to any person or health impairment, all material damage, the costs of repairing to a reasonable extent the damages to the environment arising concurrently, and the costs related to all reasonable and required action carried out for the mitigation or prevention of damages provided that they were caused by nuclear fuel, a radioactive substance, waste in a nuclear installation or by any exceptional incident in the facility or during the transportation of radioactive material originating or dispatched from, or delivered to a nuclear installation.	4.	V tej točki 12 besedna zveza »škoda zaradi jedrske nesreče« pomeni izgubo človeškega življenja, vse vrste hudih poškodb oseb ali poslabšanje zdravja, vso materialno škodo, razumne stroške popravila škode, nastale istočasno v okolju, in stroške, povezane z vsemi razumnimi in potrebnimi ukrepi, izvedenimi za ublažitev ali preprečitev škode, pod pogojem, da so bile povzročene z jedrskim gorivom, radioaktivno snovjo, odpadki v jedrski napravi ali kakršnimkoli izjemnim incidentom v objektu ali med prevozom radioaktivnega materiala, ki izvira iz jedrske naprave, je bil odposlan iz nje ali dostavljen vanjo.
13.	CONFIDENTIAL INFORMATION	13.	ZAUPNE INFORMACIJE
1.	All drawings, documents, records, computer software and other information supplied by the Seller whether produced by itself or a third party, are supplied on the express understanding that copyright is reserved to the Seller (or the third party) and that the Buyer will not without written consent of the Seller either give away loan exhibit or sell the same or extracts therefrom or copies thereof or use the same in any way except in connection with the Products in respect of which they are issued.	1.	Vse risbe, dokumenti, zapisi, računalniška programska oprema in druge informacije, ki jih zagotovi Prodajalec, ne glede na to, ali jih je izdelal sam ali tretja oseba, se zagotovijo z izrecnim razumevanjem, da avtorske pravice pripadajo Prodajalcu (ali tretji osebi) in da Kupec brez pisnega soglasja Prodajalca slednjih ne bo podarjal, posojal, razstavljaj ali prodajal ali izvlečkov iz njih ali kopij iz njih ali jih uporabljal na kakršenkoli način, razen v povezavi s Proizvodi, v zvezi s katerimi so bili izdani.
14.	INTELLECTUAL PROPERTY	14.	AVTORSKE PRAVICE

1.	Subject to Clause 14.3 if the Buyer is subject to a claim or threatened with any action alleging that the Products in the form supplied infringe any third party Intellectual Property Rights then provided that the Buyer promptly informs and fully co-operates with the Seller and if requested allows the Seller the conduct and defence thereof the Seller will indemnify the Buyer against any costs claims damages liabilities and expenses incurred by the Buyer as a result of such proceedings.	1.	Upošteva je točko 14.3, če je na Kupca naslovljen zahtevek ali grožnja s kakršnimkoli ukrepom, v katerem se trdi, da Proizvodi v dobavljeni obliki kršijo pravice intelektualne lastnine tretjih oseb, bo Prodajalec, pod pogojem, da Kupec o tem nemudoma obvesti Prodajalca in z njim v celoti sodeluje ter mu na zahtevo omogoči vodenje in obrambo, Kupcu povrnil vse stroške, odškodnine, obveznosti in izdatke, ki jih je Kupec imel zaradi takšnega postopka.
2.	The Seller shall have the option at its own expense either to modify any infringing Products so that they do not infringe or to replace the Products with a non-infringing substitute or to repurchase the Products from the Buyer at the price paid by the Buyer less an allowance for the use made thereof.	2.	Prodajalec ima možnost, da na lastne stroške spremeni katerekoli Proizvode, ki kršijo pravice, tako da teh pravic ne kršijo več, ali da Proizvode nadomesti z nadomestnimi proizvodi, ki ne kršijo pravic, ali da Proizvode odkupi od Kupca po ceni, ki jo je plačal Kupec, z odbitkom nadomestila za njihovo uporabo.
3.	The Seller shall have no liability in respect of claims for infringement of third party Intellectual Property Rights arising from the manufacture or supply of the Products to the Buyer's instructions or in accordance with designs plans or specifications given by the Buyer and the Buyer shall indemnify the Seller against all losses damages expenses costs or other liability arising from such claims.	3.	Prodajalec ne prevzema nobene odgovornosti v zvezi z zahtevki zaradi kršitve pravic intelektualne lastnine tretjih oseb, ki izhajajo iz proizvodnje ali dobave Proizvodov v skladu z navodili Kupca ali v skladu z načrti ali specifikacijami, ki jih je dal Kupec, Kupec pa mora Prodajalcu povrniti vse izgube, škodo, stroške ali druge obveznosti, ki izhajajo iz takih zahtevkov.
15.	BUYER'S DRAWINGS	15.	KUPČEVI NAČRTI

1.	The Buyer shall be solely responsible for ensuring that all drawings information advice and recommendations specified or given to the Seller by the Buyer or its agents servants consultants or advisers are accurate correct and suitable. Examination or consideration by the Seller of such drawings information advice or recommendations shall not result in any liability on the part of the Seller.	1.	Kupec je izključno odgovoren za zagotovitev, da so vsi načrti, informacije, nasveti in priporočila, ki jih Kupec ali njegovi zastopniki, uslužbenci, svetovalci ali svetovalci navedejo ali posredujejo Prodajalcu, točni, pravilni in ustrezni. Pregled ali upoštevanje takih načrtov, informacij, nasvetov ali priporočil s strani Prodajalca ne povzroči prevzema odgovornosti s strani Prodajalca.
16.	TERMINATION	16.	PRENEHANJE
1.	Without prejudice to any other rights or remedies of the Seller it shall be entitled in any of the following circumstances to terminate (in whole or in part) the Contract and/or to suspend deliveries and/or to receive upon demand payment of all monies due and payable by the Buyer:	1.	Brez poseganja v katerekoli druge njegove pravice ali pravna sredstva, je Prodajalec v katerikoli od naslednjih okoliščin upravičen do odstopa od pogodbe (v celoti ali deloma) in/ali začasne ustavitve dobav in/ali zahteve za plačilo vseh zneskov, ki jih Kupec dolguje in mora plačati:
1.	the Buyer makes or proposes any voluntary arrangement or any other composition or scheme or arrangement with or assignment for the benefit of its creditors;	1.	Kupec sklene ali predlaga kakršnokoli prostovoljno poravnavo ali kakršno koli drugo poravnavo ali shemo ali dogovor s svojimi upniki ali v njihovo korist;
2.	the competent court's final ruling ordering the liquidation of the Buyer is published;	2.	objava pravnomočnega sklepa pristojnega sodišča o začetku stečajnega postopka nad Kupcem;
3.	the commencement of the Buyer's voluntary solvent dissolution is published, or the commencement of a mandatory deregistration against the Buyer is published;	3.	objava sklepa o prenehanju Kupca in začetku njegove likvidacije, ali sklepa o začetku postopka izbrisa Kupca brez likvidacije;
4.	an encumbrancer takes possession or a receiver or administrative receiver is appointed over any of the property or assets of the Buyer;	4.	upravičenec zavarovanja pridobi posest nad ali je imenovan izvršitelj ali upravitelj kateregakoli dela premoženja ali sredstev Kupca;
5.	the Buyer becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business;	5.	Kupec ne more izpolniti svojih zapadlih obveznosti ali preneha oz. mu grozi, da bo prenehal opravljati svojo dejavnost;

6.	the Seller reasonably believes that any of the events mentioned above or any equivalent or similar event under any relevant laws to which the Buyer or any connected person is subject has or may occur;	6.	Prodajalec utemeljeno meni, da se je oz. se bo v zvezi s Kupcem ali katerokoli z njim povezano osebo, uresničila katerakoli od zgoraj navedenih okoliščin ali katerikoli dogodek, ki ima po kateremkoli relevantnem pravu enake ali podobne posledice;
7.	the Buyer or any connected person commits or allows to be committed any material breach of this Contract.	7.	Kupec ali katerakoli z njim povezana oseba stori ali dopusti storitev kakršnekoli bistvene kršitve Pogodbe.
17.	FORCE MAJEURE	17.	VIŠJA SILA
1.	The Seller shall not be liable for any failure to perform any of its obligations under the Contract for any reason whatsoever outside its reasonable control including without limitation, acts of God, strikes, riots, lock-outs or other industrial action including trade disputes (whether such dispute involves its employees or not), shortage of materials or by any other act, matter or thing beyond its reasonable control.	1.	Prodajalec ne odgovarja za neizpolnitev katerekoli od svojih obveznosti iz Pogodbe iz kateregakoli razloga, ki je zunaj njegovega razumnega nadzora, vključno z, vendar ne omejeno na, višjo silo, stavke, nemire, izprtje ali druge industrijske akcije, vključno s trgovinskimi spori (ne glede na to, ali tak spor vključuje njegove zaposlene ali ne), pomanjkanje materialov ali katerokoli drugo dejanje, zadevo ali stvar, ki je zunaj njegovega razumnega nadzora.
2.	In the event that the Seller does not perform its obligations by reason of any of the causes referred to in Clause 17.1 within six months after the time for performance, either party may by written notice terminate the Contract without liability save that the Buyer shall pay for any Products delivered or completed at the time of termination.	2.	V primeru, da Prodajalec ne izpolni svojih obveznosti zaradi kateregakoli od razlogov iz točke 17.1 v roku šestih mesecev po roku za izpolnitev, lahko katerakoli stranka s pisnim obvestilom odpove pogodbo brez odgovornosti, razen da kupec plača za vse izdelke, ki so bili dostavljeni ali dokončani v času odpovedi.
18.	TOOLS	18.	ORODJA
1.	Any tools (such as jigs, dies, etc) which the Seller may construct or acquire specifically in connection with the Products shall, notwithstanding any charges the Seller may make for them, be and remain the Seller's sole and unencumbered property and in the Seller's possession and control without restriction.	1.	Katerakoli orodja (kot so vpenjalne glave, matrice itd.), ki jih Prodajalec lahko izdeluje ali pridobi posebej v zvezi s Proizvodi so, ne glede na morebitne stroške, ki jih Prodajalec zanje zaračuna, in ostanejo izključna in neobremenjena last Prodajalca ter so v njegovi lasti in nadzoru brez omejitev.
19.	FREE-ISSUED MATERIALS	19.	KUPČEVA ORODJA IN MATERIAL

1.	Free issue material shall be insured by and remain at the risk of the Buyer at all times and the Seller shall not be liable for loss of or damage to any such free issue materials during fabrication by the Seller, or by any sub-contractor employed by the Seller or whilst on the premises of the Seller or of any such sub-contractor or in transit to or from the premises of the Seller or of any such sub-contractor provided that the Seller may at its sole discretion make a contribution towards the replacement costs of such materials.	1.	Orodja in materiali, ki jih zagotovi Kupec bodo zavarovana in Kupec nosi ves čas tveganje za njihovo uničenje ali poslabšanje, Prodajalec pa ni odgovoren za njihovo izgubo ali poškodovanje med proizvodnjo, ki jo izvaja Prodajalec ali katerikoli podizvajalec, ki ga je najel Prodajalec, bodisi v prostorih Prodajalca ali podizvajalca ali med prevozom do ali iz prostorov Prodajalca ali podizvajalca, vendar lahko Prodajalec po lastni presoji prispeva h kritju stroškov zamenjave takšnih orodij in materialov.
2.	The Buyer shall indemnify the Seller against all losses costs claims damages liabilities and expenses in respect of any injury, loss or damage whatsoever arising out of or in connection with the supply to the Seller of free issue material except where any such loss or damage is a direct result of any negligent act or default of the Seller.	2.	Kupec bo Prodajalcu povrnil vse izgube, stroške, odškodnine, obveznosti in izdatke v zvezi z vsako poškodbo, izgubo ali škodo, ki izhaja iz ali je povezana z orodji in materiali, ki jih je zagotovil Kupec, razen če je taka izguba ali škoda neposredna posledica malomarnega ravnanja ali neizpolnitve obveznosti Prodajalca.
3.	An allowance for material lost as process scrap is (where applicable) included in the Contract price and no such losses shall be the subject of any claim by the Buyer or contribution by the Seller.	3.	Nadomestilo za material, izgubljen kot odpadni material, je (če je to primerno) vključeno v pogodbeno ceno in takšne izgube ne morejo biti predmet nobenega zahtevka Kupca ali prispevka Prodajalca.
4.	Where materials used in the manufacture of the Products are supplied by or on behalf of the Buyer to the Seller, the Buyer shall be responsible for ensuring that the material is of satisfactory quality and is fit for its purpose and shall indemnify the Seller against any loss, damage, injury or expenses whatsoever arising directly or indirectly from any fault in or incorrect specification of the said materials.	4.	Če materiale, uporabljene pri proizvodnji Proizvodov, dobavi Prodajalcu Kupec ali kdo drug v njegovem imenu, je Kupec odgovoren za zagotovitev, da so materiali zadovoljive kakovosti in primerni za svoj namen, ter mora Prodajalcu povrniti vse izgube, škodo, poškodbe ali stroške, ki neposredno ali posredno izhajajo iz kakršnekoli napake ali nepravilne specifikacije navedenih materialov.
20.	HEALTH & SAFETY	20.	ZDRAVJE IN VARNOST

1.	The Buyer agrees to comply with any information and instructions supplied by the Seller relating to the Products including but not limited to any conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned, serviced or maintained by any person. The Buyer shall take such steps as specified by such information or otherwise necessary to ensure that as far as is reasonably practicable the Products will be safe and without risk to health at all times.	1.	Kupec se strinja, da bo upošteval vse informacije in navodila, ki jih bo Prodajalec zagotovil v zvezi s Proizvodi, vključno z, vendar ne omejeno na, katerekoli pogoje, ki zagotovijo, da bodo Proizvodi varni in brez tveganja za zdravje kadarkoli, ko jih katerakoli oseba namesti, uporablja, čisti, servisira ali vzdržuje. Kupec bo sprejel ukrepe, ki so navedeni v teh informacijah ali so drugače potrebni, da se v največji možni meri zagotovi, da bodo Proizvodi v vsakem trenutku varni in brez tveganja za zdravje.
21.	COMPLIANCE	21.	SKLADNOST POSLOVANJA
1.	The Buyer shall be solely responsible for obtaining any and all necessary import or export licences or permits necessary for the delivery to the Buyer, and the Buyer shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and/or delivery of the Products.	1.	Kupec je izključno odgovoren za pridobitev katerihkoli in vseh potrebnih uvoznih ali izvoznih dovoljenj ali dovoljenj, potrebnih za dostavo Kupcu, in je odgovoren za katerekoli in vse carinske dajatve, stroške carinjenja, davke, provizije posrednikov in druge zneske, ki jih je treba plačati v zvezi z uvozom, izvozom in/ali dostavo Proizvodov.
2.	The Buyer agrees to comply fully, at its own expense, with all applicable import and export laws, restrictions, national security controls and regulations of Republic of Slovenia.	2.	Kupec se strinja, da bo na lastne stroške v celoti upošteval vse veljavne zakone v zvezi z uvozom in izvozom, omejitve, nacionalne varnostne kontrole in predpise Republike Slovenije.
3.	The Buyer agrees and undertakes that:	3.	Kupec soglaša in se zavezuje, da:
1.	it shall comply with the terms of any export licence, licence exception, or general licence granted or approved by any competent governmental authority, and that it shall not re-export or transmit any Products directly or indirectly to any person, entity or into any territory not covered by such export licence, licence exception, or general licence; and	1.	bo upošteval pogoje katerihkoli izvoznih dovoljenj, izjem od dovoljenj ali splošnih dovoljenj, ki jih je izdal ali odobril pristojni državni organ, in da ne bo ponovno izvozil ali posredoval nobenih izdelkov neposredno ali posredno nobeni osebi, subjektu ali na nobeno ozemlje, ki ni zajeto v takšnem izvoznem dovoljenju, izjemi od dovoljenja ali splošnem dovoljenju; in

2.	(regardless of any prior export licence, licence exception or general licence), the Products will not be supplied directly or indirectly to any person or entity or into any territory which is embargoed, prohibited, debarred or otherwise the subject of sanctions from the United Kingdom, the European Union, the United States of America or the territory where the Buyer is located.	2.	(ne glede na kakršnokoli predhodno izvozno dovoljenje, izjemo od dovoljenja ali splošno dovoljenje) se Proizvodi ne bodo neposredno ali posredno dobavljali nobeni fizični ali pravni osebi ali na nobeno ozemlje, ki je predmet embarga, prepovedi, izključitve ali drugih sankcij Združenega kraljestva, Evropske unije, Združenih držav Amerike ali ozemlja, na katerem se nahaja Kupec.
4.	The Buyer shall comply with all relevant anti-corruption legislation in connection with the Contract and the Seller's business and shall immediately notify the Seller if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.	4.	Kupec mora upoštevati vso relevantno protikorupcijsko zakonodajo v zvezi s Pogodbo in poslovanjem Prodajalca ter mora nemudoma obvestiti Prodajalca, če ugotovi ali sumi, da kateri koli od njegovih zastopnikov, direktorjev, zaposlenih ali predstavnikov ravna ali je ravnal na način, ki krši to zakonodajo.
5.	The Buyer acknowledges that it has been informed of the Seller's code of responsible business which is available at the web site https://www.nortrade.si/ and the Buyer shall at all times, conduct, and procure that its officers, directors, employees and/or representatives conduct business ethically and in accordance with the relevant provisions of the NorTrade Code. This Clause shall apply whether or not the Buyer is acting pursuant to the Contract or its relationship with the Seller or any companies within the Seller's group of companies.	5.	Kupec potrjuje, da je seznanjen s Prodajalčevim kodeksom odgovornega poslovanja, ki je na voljo na spletni strani https://www.nortrade.si/ in da bo vedno ravnal in poskrbel, da bodo njegovi zastopniki, direktorji, zaposleni in/ali predstavniki poslovali etično in v skladu z ustreznimi določbami kodeksa NorTrade. Ta klavzula se uporablja ne glede na to, ali Kupec ravna v skladu s Pogodbo ali svojim poslovnim odnosom s Prodajalcem ali katerimkoli podjetjem v Prodajalčevi skupini podjetij.

6. The Buyer acknowledges that in placing an order with the Seller for Products under these General Conditions of Sale that it has read and accepted the Seller's privacy policy which is available at https://www.nortrade.si (as may be updated by the Seller from time to time) ("Privacy Policy") and the Buyer understands that where personal information of Buyer's employees, directors or other individuals acting on behalf of Buyer, is processed by the Seller to fulfil the requirements of these General Conditions of Sale, the Seller will process such personal information as set out in the Privacy Policy. The Buyer warrants that it complies with applicable data protection laws and has the right, legal authority and required consents (if applicable) to enable the Seller to process such personal information as set out in the Privacy Policy. Buyer shall inform all impacted individuals of the processing pursuant to these General Conditions of Sale and provide them with a copy of the Privacy Policy.	6. Kupec potrjuje, da je ob oddaji naročila Prodajalcu za Proizvode v skladu s temi Splošnimi prodajnimi pogoji prebral in sprejel Prodajalčevo politiko zasebnosti, ki je na voljo na https://www.nortrade.si (ki jo prodajalec lahko občasno posodobi) (»Politika zasebnosti«), in Kupec razume, da bo Prodajalec, kadar bo obdeloval osebne podatke zaposlenih, direktorjev ali drugih posameznikov, ki delujejo v imenu Kupca, da bi izpolnil zahteve teh Splošnih prodajnih pogojev, te osebne podatke obdeloval v skladu s Politiko zasebnosti. Kupec jamči, da upošteva veljavne zakone o varstvu podatkov in da ima pravico, pravno pooblastilo in potrebna soglasja (kot je to relevantno), da Prodajalcu omogoči obdelavo takih osebnih podatkov, kot je določeno v Politiki zasebnosti. Kupec mora vse prizadete posameznike obvestiti o obdelavi v skladu s temi Splošnimi prodajnimi pogoji in jim zagotoviti kopijo Politike zasebnosti.
7. The Buyer agrees that it must be able to demonstrate its compliance with the requirements referred to in this Clause 21 at the request of and to the satisfaction of the Seller which includes, but is not limited to, the Seller having the right to inspect any site involved in work for the Buyer. If the Buyer fails to comply with this Clause 21, the Seller shall be entitled, in its sole discretion, to terminate this Contract and any other agreements between the Buyer and the Seller without penalty to the Seller, but with obligations for the Buyer to remedy any damages suffered by the Seller as a result of such termination or breach of contract.	7. Kupec se strinja, da mora biti sposoben dokazati skladnost ravnanja z zahtevami iz te točke 21 na in v skladu z zahtevo Prodajalca, kar vključuje, vendar ni omejeno na, pravico Prodajalca, da pregleda katerokoli lokacijo, vključeno v delo za Kupca. Če Kupec ne izpolni zahtev iz te točke 21, ima Prodajalec pravico po lastni presoji odstopiti od Pogodbe in vseh drugih dogovorov med Kupcem in Prodajalcem brez kazni za Prodajalca, vendar z obveznostjo Kupca, da odpravi katerokoli škodo, ki jo je Prodajalec utrpel zaradi takšnega odstopa ali kršitve Pogodbe.

22. GENERAL	22. SPLOŠNO
1. No waiver of or delay or failure by the Seller to exercise any rights or remedies shall prejudice or preclude any future or further exercise thereof.	1. Prodajalčeva odpoved, zamuda ali neizvršitev katerihkoli pravic ali pravnih sredstev ne vpliva na ali izključuje katerokoli kasnejšo ali nadaljnjo izvršitev le-teh.
2. If any provision of these General Conditions of Sale shall be held invalid or unenforceable in whole or in part then the unaffected provision (or part of the provision, as the case may be) shall remain in full force and effect. Headings appear for convenience only and shall not affect the construction of these conditions.	2. Če se katerakoli določba teh Splošnih pogojev prodaje izkaže za neveljavno ali neizvršljivo v celoti ali delno, ostanejo neprizadete določbe (ali del določb, odvisno od primera) v celoti veljavne in učinkovite. Naslovi so navedeni le zaradi lažjega branja in ne vplivajo na razlago teh pogojev.
3. Nothing in these General Conditions of Sale shall create a partnership, agency or relationship of employment between the parties.	3. Nobena določba v teh Splošnih prodajnih pogojih ne ustvarja partnerstva, zastopstva ali delovnega razmerja med strankama.
4. Except as otherwise provided in the Contract, a person who is not a party to the Contract shall have no right to enforce any terms of the Contract.	4. Razen če ni v Pogodbi določeno drugače, oseba, ki ni pogodbeni stranka, nima pravice uveljavljati nobenega pogoja iz Pogodbe.
5. The parties agree that any disputes arising or in any way connected with the subject matter of these General Conditions of Sale and/or any Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with Slovenian law and the Buyer and the Seller agree to submit to the exclusive jurisdiction of the Slovenian courts in relation to any matter or dispute (whether contractual or tortious) which may arise between them.	5. Stranki se strinjata, da se vsi spori, ki izhajajo iz ali so kakorkoli povezani s predmetom teh Splošnih pogojev prodaje in/ali katerekoli Pogodbe (bodisi pogodbene ali nepogodbene narave ali drugače), urejajo in razlagajo v skladu s slovenskim pravom in Kupec in Prodajalec se strinjata, da se v zvezi z vsako zadevo ali spor (bodisi pogodbeni ali nepogodbeni), ki lahko nastane med njima, podreja izključni pristojnosti slovenskih sodišč.