

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions of Sale and Delivery (hereinafter: the “General Terms and Conditions”) shall apply to all Business Transactions between Trimad d.o.o. (hereinafter: the “Seller”) and its contractual partners (hereinafter: the “Buyer”). By placing an order, the Buyer accepts these General Terms and Conditions.

1.2. These General Terms and Conditions form an integral part of every Business Transaction. Any deviations or amendments shall be valid only if agreed in writing and confirmed by both contracting parties. These General Terms and Conditions shall apply regardless of whether the Buyer submits its own general terms and conditions upon acceptance of the offer. The Seller shall be bound by the Buyer’s general terms and conditions only if expressly confirmed by the Seller in writing.

1.3. These General Terms and Conditions shall also apply without specific reference thereto or if they are not attached to an individual Business Transaction.

1.4. The Seller reserves the right to amend these General Terms and Conditions at any time. Any amendment, published in the customary manner, shall apply from the date of its adoption to every new commercial offer or order confirmation.

1.5. The international rules for the interpretation of trade terms “INCOTERMS” shall apply together with the terms set out below.

2. DEFINITIONS

2.1. The terms used in these General Terms and Conditions shall have the following meanings:

2.1.1. “Goods” or “Product” means the product supplied by the Seller to the Buyer.

2.1.2. “Buyer” means any Contractual Partner who places an order with the Seller or enters into a sales or other agreement.

2.1.3. “Written” means communication between the parties by registered mail or electronic mail.

2.1.4. “Contractual Partners” means all legal entities and sole proprietors.

2.1.5. “Business Transactions” means any offer, order, order confirmation, delivery and contract.

2.1.6. “Trimad d.o.o.” or “Seller” means the company TRIMAD, procesna oprema, d.o.o., Rodica, Kamniška cesta 19B, 1230 Domžale, registration number: 5310687000, VAT number: SI 46808698.

3. ORDER, ORDER CONFIRMATION, CONCLUSION OF CONTRACT

3.1. All offers made by the Seller are non-binding unless expressly stated otherwise. The Seller may modify offers depending on stock availability and the availability of supplied Goods.

3.2. The Buyer shall submit orders to the Seller in writing. The Buyer's order shall remain binding for 30 days pending written order confirmation. The Seller's General Terms and Conditions shall apply regardless of whether the Buyer submits its own general terms and conditions when placing the order. If the Buyer's order contains any provision inconsistent with these General Terms and Conditions or intended to amend or exclude any provision hereof, these General Terms and Conditions shall prevail unless the Seller has expressly agreed to such amendment in writing.

3.3. The contract shall be deemed concluded when the Seller confirms the order to the Buyer in writing. Written confirmation shall not be required if the Seller has already delivered the Goods within 30 days of receipt of the order.

3.4. For custom-made Products, the Buyer shall have no right to withdraw from the contract.

3.5. Obvious errors in an offer, order confirmation or calculation shall not be binding on the Seller.

3.6. For orders with a value below EUR 30.00 (based on the prices stated in the offer), the Seller shall charge an additional EUR 5.00 processing fee.

4. PRICES AND COSTS

4.1. The prices stated in the offer or order confirmation shall apply. Such prices are net prices (excluding VAT), unless otherwise agreed, including all discounts, are based on Ex Works (EXW INCOTERMS), and do not include packaging, transport, insurance, other taxes or duties.

4.2. The prices referred to in Clause 4.1 shall be increased by all statutory taxes and duties applicable at the relevant time (including VAT). All additional costs, such as permits, official certificates and certifications, shall be borne by the Buyer. Upon the Seller's request, the Buyer shall pay such costs in advance.

4.3. Transport costs and all additional expenses related to the contract shall be borne by the Buyer. For Goods sold with freight paid, the Seller shall bear the shipping costs but shall not assume transport risk. Transport insurance may be arranged at the Buyer's request, at the Buyer's expense.

4.4. The Seller shall also charge the Buyer for packaging costs. The Buyer shall inform the Seller of the required type of packaging within a reasonable period and, in any event, no later than 8 days before dispatch, of any special packaging requirements. If the Buyer does not communicate any special packaging requirements, the Seller shall dispatch or prepare the Goods for dispatch in packaging it considers most appropriate. Packaging costs shall be charged on the issued invoice.

4.5. Prices are subject to change and are stated in euros or another currency. They are based on costs applicable at the time the offer is made. If costs increase between the order and delivery (e.g. shipping costs or VAT), the Seller shall be entitled, upon presentation of evidence, to charge the Buyer the difference.

4.6. In transactions conducted in a foreign currency, all exchange rate differences arising after the conclusion of the contract shall be borne by the Buyer.

4.7. The Buyer shall also reimburse the Seller for all costs incurred in collecting unpaid receivables from the Buyer, including attorneys' fees and third-party costs.

5. PAYMENT TERMS

5.1. The Seller shall issue an invoice to the Buyer when the Goods are ready for collection or dispatch.

5.2. The invoice shall be due immediately unless otherwise expressly agreed in writing. All payments shall be made to the Seller's bank account without delay and without any deductions. Payment shall be deemed effected when the Seller has unrestricted access to the full amount.

5.3. In the event of late payment, the Buyer shall pay statutory default interest and expressly authorises the Seller to suspend performance of the order until full payment has been made.

5.4. The Buyer shall not be entitled to withhold payments or set off counterclaims against the Seller unless such claims have been confirmed by a final and enforceable court decision.

5.5. Until all due amounts, including default interest, have been paid, the Seller may terminate the contract for non-performance and claim full damages.

5.6. The Seller shall be entitled to apply received payments first to the oldest outstanding claims against the Buyer. Where costs or interest have already accrued in relation to due claims, payments shall first be applied to interest on costs, then costs, then interest on principal, and finally principal.

5.7. In the event of threatened insolvency or insolvency of the Buyer, all claims of the Seller against the Buyer, as well as all ancillary claims and claims for damages, shall become immediately due and payable. The Seller reserves the right, after prior notice to the Buyer, to enforce retention of title and demand return of the Goods, require adequate security (e.g. bank guarantee, promissory note), or withdraw from the contract without granting an additional period. The Buyer shall notify the Seller in advance of threatened insolvency or insolvency and, where this is not possible, immediately upon its occurrence.

6. DELIVERY AND TRANSFER OF RISK

6.1. Unless otherwise agreed, Ex Works (EXW INCOTERMS) shall apply. The risk of accidental loss of or damage to the Goods shall pass to the Buyer when the Goods are placed at the Buyer's disposal at the Seller's premises, irrespective of when dispatch takes place.

6.2. Any agreement regarding delivery conditions or delivery time must be expressly agreed in writing; otherwise, it shall not be binding.

6.3. If collection at the Seller's warehouse is agreed, all risks shall pass to the Buyer upon collection of the Goods from the warehouse. Storage costs shall be borne by the Buyer.

6.4. The delivery period shall commence upon dispatch of the order confirmation, but in any event only after all outstanding technical and commercial issues have been fully clarified, the Buyer has submitted all required documents, permits or approvals, the agreed advance payment has been made, etc. The delivery period shall commence only when the last condition has been fulfilled. Any agreed delivery period is indicative only and shall apply provided that the Buyer fulfils all obligations properly and in due time and that all of the Seller's subcontractors perform their deliveries properly and on time.

6.5. The Seller shall not be liable for delays caused by circumstances beyond its control, including strikes, work stoppages, labour unrest and similar events, consequences of extraordinary government measures, transport difficulties, fuel supply problems, including icy roads and other obstacles, delayed, incomplete or defective deliveries by subcontractors ordered in due time, interruptions in electricity supply and similar production disruptions, fires or accidents at its own premises or the premises of suppliers.

6.6. The Seller reserves the right to make partial deliveries of the Goods and to invoice such partial deliveries separately.

6.7. Upon request and following full advance payment of costs, the Seller shall organise transport and insure the Goods during transport against customary risks. In the absence of contrary instructions, the Seller shall choose the carrier and route and shall be liable only for wilful misconduct or gross negligence. In any event, the Seller's liability shall be limited to the scope of insurance for customary risks as defined in INCOTERMS. Where transfer of risk is delayed for reasons not solely attributable to the Seller and in the event of any delay by the Buyer in taking delivery of the Goods, risk shall pass to the Buyer on the first day of delay. From that date, the Seller shall store the Goods at the Buyer's expense and risk. The Seller may arrange insurance of the Goods against customary risks in the name and at the expense of the Buyer.

7. RETENTION OF TITLE

7.1. The Seller retains title to the delivered Goods until full payment of the purchase price for the delivery and all other claims arising from the business relationship. Risk shall pass to the Buyer in accordance with Article 6 of these General Terms and Conditions.

7.2. The Buyer shall not pledge or otherwise encumber Goods subject to retention of title in a manner that could jeopardise the Seller's rights.

7.3. In the event of seizure or other intervention by third parties, the Buyer shall immediately notify the Seller.

7.4. Retention of title shall also extend to products resulting from the processing of the Seller's Goods. In such case, the Seller shall become co-owner of the new item in proportion to the value of its Goods relative to the value of the new item.

7.5. The Buyer shall adequately insure Goods subject to retention of title and handle them with the diligence of a prudent businessperson.

8. WARRANTY

8.1. Warranty conditions for delivered Goods shall be governed by the warranty conditions of the manufacturer of the respective Goods. The Seller assumes no warranty beyond the manufacturer's warranty conditions.

8.2. If the Seller acts as a distributor, the provisions of Clause 8.1 of these General Terms and Conditions shall apply.

9. CLAIMS

9.1. Any claim or complaint regarding quantity discrepancies, defects or delays in delivery shall be submitted by the Buyer to the Seller immediately in writing, stating the delivery note or invoice number.

9.2. In the event of a claim accepted in writing, the Seller shall provide the Buyer with the best possible solution.

9.3. For Goods for which the law does not require the manufacturer to provide a warranty, where the warranty period has expired, or where warranty repair has been rejected for other justified reasons, the Buyer shall bear the costs of inspection, dismantling, consumables, transport and reinstallation of the product in remedying defects.

9.4. Free repairs may only be claimed if the Buyer has complied with the technical instructions for the Goods and may not be claimed if the Buyer has repaired or modified the product without the Seller's consent, used the product for a purpose for which it was not intended, or installed and connected it contrary to the manufacturer's recommendations.

10. LIMITATION OF LIABILITY

10.1. The Seller shall be liable to the Buyer for any damage caused by the Goods only up to the value of the Goods delivered under the individual order.

11. RETURN OF GOODS AND CANCELLATION OF ORDER

11.1. The Buyer may exceptionally return ordered Goods subject to the following conditions: the Goods must be unused, in their original packaging, with packaging undamaged, without labels or other markings, not older than three months, and the returned Goods must be in stock with the Seller. The return charge shall amount to 30% of the sales value of such Goods. The Buyer shall also bear storage, transport and all other costs arising from the return of the Goods. Upon returning the Goods, the Buyer shall state the invoice or delivery note number under which the Goods were delivered. Goods manufactured to order cannot be returned under any circumstances.

11.2. The Buyer may exceptionally cancel an order for Goods already ordered provided that the Goods have not yet been dispatched from the warehouse and are not Goods currently being manufactured to order.

12. DISPUTES AND GOVERNING LAW

12.1. The court in Ljubljana shall have jurisdiction over all legal disputes arising from the business relationship between the Seller and the Buyer. The contractual relationship shall be governed exclusively by the laws of the Republic of Slovenia. In international Business Transactions, the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13. OTHER PROVISIONS

13.1. The Seller assumes no liability for errors in descriptions and technical data contained in catalogues, brochures and other printed materials, nor for incorrect interpretation of such data. Instructions, advice and other services exceeding the scope of the Seller's catalogues and brochures shall be used by the Buyer at its own risk.

13.2. Unless expressly agreed otherwise by the Seller and the Buyer, or unless otherwise provided in these General Terms and Conditions, INCOTERMS shall apply directly in the version in force at the time of order confirmation.

13.3. All amendments must be made in writing.

13.4. If any provision of these General Terms and Conditions is unenforceable, void or becomes invalid, this shall not affect the remaining provisions. The invalid provision shall be replaced by a provision that most closely reflects its commercial purpose.

13.5. Any translation of these General Terms and Conditions into a foreign language is for information purposes only; only the Slovenian original shall be legally binding.

13.6. These General Terms and Conditions shall apply from 1 June 2026 until amended or revoked.