

General Terms & Conditions

General Terms and Conditions of Trelleborg Slovenija d.o.o. (Profiles)

I. General

1. The General Terms and Conditions set out below (hereinafter referred to as "Terms") of TBSLO shall apply to all contracts concluded between TBSLO and the contracting party (hereinafter referred to as "Customer") in relation to the sale of rubber profiles (hereinafter referred to as "Profiles or goods"), without TBSLO having to explicitly refer to the Terms in each individual case.
2. The Terms can be accessed online at <http://www.savatech.eu/rubber-profiles-warranty-and-management.html>, and downloaded and printed at any time. When placing an order, the Customer is deemed to be fully familiar with the Terms, including the Warranty Conditions. Any general terms and conditions of the Customer shall not apply, regardless of any other provision contained in the Customer's general terms and conditions to the contrary and regardless of where and how such Customer's terms and conditions would be published and whether or not TBSLO is aware of such terms and conditions.
3. General terms and conditions of the Customer shall only apply if TBSLO has expressly approved them in writing in each individual case and solely to the extent approved. The approval shall be made explicit and not by conduct implying an intent (e.g. by order confirmation). Even a delivery of Profiles without any restrictions shall not be understood as TBSLO's acceptance of Customer's general terms and conditions, even though TBSLO is familiar with Customer's general terms and conditions.
4. In accordance with Personal Data Protection Act and the relevant European legislation, TBSLO herewith states that any Customer's personal data shall be processed only for the purpose of executing the contract and providing the necessary support to the Customer. The data transmitted to third parties do not exceed the scope of that purpose. When placing an order, the Customer is also deemed to have agreed with a transfer of personal data to the electronic data processing system. TBSLO will in any case implement any measures that are would be mandatory in accordance with the relevant law.

II. Scope and Price

1. The subject matter, scope and price of the delivered Goods shall be determined by TBSLO in a written confirmation of the placed order. Any further oral arrangements may become the subject of the contract in the event of subsequent written confirmation by TBSLO.
2. The Customer shall confirm every individual offer. TBSLO reserves the right to make reasonable modifications to technical characteristics, shape, colour and/or weight.
3. The Customer shall be bound by their order for a two-week period following the placing of the order. The order and any further arrangements shall be deemed to have been accepted if expressly confirmed by TBSLO in writing.
4. Unless otherwise agreed, the prices shall be net prices excluding taxing (e.g. value added tax), packaging and transport costs.
5. If a factor relevant to the pricing- such as labour costs, costs of energy and/or raw material costs-, increase or decrease by more than 5 % in the period from the conclusion of the contract to the delivery day, TBSLO reserves the right to adjust the price accordingly.
6. When TBSLO manufactures the goods according to drawings, samples, models or other documents submitted by the Customer, the Customer shall guarantee that no industrial property right of third parties are violated. If TBSLO is prohibited from manufacturing or delivering such items by a third party who makes reference to such industrial property rights, TBSLO shall be entitled – without being obliged to examine the legal situation – to discontinue the manufacture and/or delivery and to claim compensation. Customer shall be obliged to promptly exempt TBSLO from any associated third-party claims. The Customer shall immediately hold TBSLO harmless against any third-party claims, which means that, inter alia, it shall, at its own expense, ensure that TBSLO is properly represented in court and/or before any other public or private-law bodies.
7. TBSLO shall invoice the Customer for test products (moulds, dies, pilot production, compounds etc.). TBSLO shall invoice the tools required for the series production on a pro rata basis. Test products and tools shall remain the property of TBSLO.
8. If TBSLO provides development services to the Customer and a corresponding sale contract fails to be concluded or the parties do not reach a binding agreement on a corresponding sale of the Goods, TBSLO shall be entitled to invoice the Customer with total costs associated with providing the said development services.
9. With regard to the quantity, metre or weight, TBSLO shall be entitled to make excess or short deliveries with of up to 5 % of total quantity ordered and/or partial deliveries and the special packaging and/or ring sizes. With regard to call-off orders, TBSLO shall be entitled to procure material and raw materials for the entire order and, unless otherwise agreed upon, to manufacture the entire quantity ordered. In such a case, it is no longer possible to take into account change requests of Customer after the beginning of the manufacture, unless otherwise explicitly agreed upon.
10. TBSLO shall be entitled to make partial deliveries. The scope of the partial delivery to be rendered results from the content of our delivery note.

III. Delivery

1. The place of performance for the delivery shall be the location of the factory or warehouse of TBSLO. Upon delivery to the carrier/forwarding company or such other person that might be designated by the Customer, the risk shall also pass to Customer if TBSLO has assumed the transportation costs and possibly carries out the dispatch with their own vehicle; in such a case, TBSLO shall determine the mode and way of dispatch as well as possibly the carrier. If the goods are ready for dispatch and if they are not dispatched for reasons for which TBSLO is not responsible, the risk shall pass to Customer following the notification of the goods being ready for dispatch.
2. All delivery dates and delivery terms specified by TBSLO shall always be deemed to be approximate dates and terms and shall not be binding upon TBSLO, unless a delivery date has explicitly been agreed upon as binding upon conclusion of the contract.



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3. Where possible, TBSLO will comply with the delivery time agreed upon. It shall be extended by the duration of the circumstances for which TBSLO is not responsible, such as force majeure, war, riots, operational breakdowns, strikes, lockouts, non-delivery by third parties, official sanctions or interferences, delays in the delivery of essential raw materials or difficulties in the energy supply, etc. TBSLO shall also not bear responsibility for the circumstances set out above if they arise during a delay in performance already existing. Customer's statutory rights to withdraw shall remain unaffected.

IV. Delay in Performance and Impossibility

1. For a delayed delivery to arise on the part of TBSLO, a warning by Customer shall be required in any case.
2. Without prejudice to Customer's right to withdraw in the event of defects in cases as previewed by the relevant law, Customer may – if it becomes impossible for TBSLO to render the service or in the event of a delay in performance only withdraw from the contract in the event of an existing violation of duty for which TBSLO is responsible.
3. If the Customer is entitled to withdraw from the contract on grounds of late performance in accordance with the law and these Terms, it must communicate TBSLO its withdrawal within the such time frame as determined by TBSLO. In case no such time frame should be determined, the Customer shall inform TBSLO within reasonable period that shall not exceed 7 days. Should the Customer fail to communicate its withdrawal within such time limits, it shall forfeit its right to withdraw and shall not be entitled to reimbursement of any damages.

V. Withdrawal

In addition to other cases provided for by law, TBSLO shall also be entitled to withdraw from the contract in the following cases:

- a) following the conclusion of the contract, facts become known which reasonably justify the assumption that Customer will fail to properly fulfil its contractual obligations, especially settle the price (in particular in the event of suspension of payments, an application for or the opening of insolvency proceedings, a bill of exchange or check being protested, etc.) In the aforementioned cases, TBSLO shall also have the possibility, but shall an obligation, to require the Customer to provide adequate additional security or settle the price within a reasonable period of time.
- b) a force majeure event prevents the fulfilment of the obligations to delivery beyond a temporary basis,
- c) The Customer is in default with any obligation, notwithstanding any provision if these Terms to the contrary,
- d) it becomes impossible for TBSLO to fulfil the obligation to deliver as a consequence of a non-delivery of relevant raw materials, consumables or supplies by third parties for which TBSLO is not responsible,
- e) The Customer fails to observe the provisions of Article VII.

VI. Terms of Payment

1. The terms of payment agreed upon with the Customer in detail shall apply.
2. Customer shall be in default if they fail to make their payment upon expiry of the payment term agreed upon. TBSLO may decide to send a reminder but the Customer shall be in payment default upon expiry of the payment term and not upon the receipt of a reminder. In the event of a default, the Customer shall be obligated to also settle the interest in accordance with statutory default interest rate. Any further TBSLO'S right to reimbursement of any and all damages incurred shall not be affected.
3. Any discounts granted shall be entirely inapplicable in the event of a delayed payment. TBSLO shall be entitled to demand advance payments of the invoice amounts at any time prior to dispatch, provided this appears necessary to TBSLO.
4. The Customer shall only be entitled to offset the claims that have been established by a final court decision or explicitly recognised by TBSLO.

VII. Reservation of Title

1. Unless expressly agreed otherwise, the title in the Goods shall remain vested in TBSLO until the price for the Goods is settled in full. If so requested by TBSLO, the Customer shall, within 15 days, be obligated to sign an appropriate contract with a reservation of title clause and notarize its signature on such contract and perform, on its own costs, any other acts required for the reservation of title to be legally effective against the Customer's creditors.
2. The Customer may not burden the Goods delivered with any third party rights (such as, e.g. pledge or transfer of title for collateral). In case a third party would initiate any kind of proceedings for execution of its claim, the Customer shall be obligated to inform such third person of reservation of title over the Goods and shall also notify TBSLO thereof and provide it with such information as may be necessary to reject the third party's claim. The Customer shall not settle such claim without having obtained an express approval of TBSLO. If the third party is not able to reimburse TBSLO for court and extra-judicial costs arising from such a claim, such costs shall be reimbursed by the Customer.
3. The Customer may resell the Profiles in the normal course of business, in which case it is considered that at the time of reselling the Profiles, the Customer assigns TBSLO all the claims arising from the sale up to the invoiced amount (including VAT). Unless otherwise specified in the next sentence, the Customer shall be entitled to payment of these claims. TBSLO shall not collect the outstanding amounts as long as the Customer duly fulfils its payment obligations, is not in default with payment and, particularly, as long as no request for opening of insolvency proceedings is filed against the Customer. Should any of the aforementioned cases arise, TBSLO may require the Customer to provide TBSLO with the list of claims and debtors, all the information needed for collection, submit the relevant documents to TBSLO and notify the debtors of the claim assignment. Should any formal action be required in this respect, the Customer undertakes to carry it out at its own expense and without delay.
4. Customer may, in the ordinary course of business, merge the Goods with another goods, incorporate the Goods into a product or create a new product from the Goods. In that case, TBSLO acquires co-ownership on the new property in proportion to the value of the Goods in such product. Notwithstanding the foregoing, the Customer may freely dispose of the new property as long as it duly fulfils its obligations towards TBSLO.

The title 'General Terms & Conditions' is written in a large, white, sans-serif font, centered over a background image of modern glass skyscrapers reaching towards a blue sky with light clouds.

VIII. Warranty/Damages

1. The Warranty Conditions that are enclosed to these Terms and form a constituent part of the Terms. Whenever the Customer receives the Warranty Conditions, it is considered to be fully acquainted with the Terms.
2. TBSLO shall be entitled to claim reimbursement to any and all damages, including loss of profit.

IX. Intellectual Property Rights

Regardless of any provision in any of the Customer's documents, or any statement or acts by TBSLO, a transfer of any TBSLO's intellectual and/or industrial property rights requires a special written agreement between TBSLO and the Customer.

X. Jurisdiction and the Place of Performance

1. Unless provided differently by mandatory legal provisions, the competent court in Kranj, Republic of Slovenia, shall have jurisdiction to rule on any and all disputes. Notwithstanding the aforementioned, TBSLO may also bring an action against the Customer before the court having jurisdiction in the country of Customer's head office.
2. The legislation of the Republic of Slovenia shall apply to the contractual relationship between the Seller and the Customer with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (1980).

(As of: 04/2019)