

**GRUNDFOS South East Europe Kft.**  
Splošna pravila in pogoji 2019

**I. Pogodbeni pogoji**

Ta Splošna pravila in pogoji se nanašajo na predloge, potrditve naročil, račune, načine plačila in na vse druge dokumente, povezane s prodajo, ki jih izda zadevna država kot Dobavitelj, ter na pogodbo/okvirni sporazum, sklenjen med dobaviteljem in stranko (»Stranka«).

Morebitna odstopanja od teh Splošnih pravil in pogojev se upoštevajo le v primeru, da se v pisni obliki potrdijo in podpišejo s strani Dobavitelja in Stranke.

**II. Cene**

Cene na ceniku Dobavitelja so izražene v EUR. Cenik Dobavitelja v EUR velja na dan določitve cen. V primeru spremembe veljavnih zakonskih določb ali uradnih ukrepov se cene lahko spremenijo brez predhodnega obvestila.

Ob oddaji naročila lahko Stranka pisno navede, ali naj bo račun izdan v EUR ali HUF.

Če Stranka zahteva, da se račun izda v HUF, se tudi strinja, da bo Dobavitelj preračunal iz EUR v HUF znesek, ki je naveden v ponudbi cen / potrditvi naročila po tečaju, ki je veljaven na dan izdaje računa s strani Dobavitelja.

Cene, ki jih navaja Dobavitelj, so neto cene in ne vključujejo DDV.

V primeru »naročil z nizko vrednostjo«, kar pomeni pod neto vrednostjo 400 EUR, je Dobavitelj upravičen do zaračunanja dodatnih 30 EUR neto. Naročila za rezervne dele in »ekstranet« naročila so izvzeta iz zgornje določbe.

**III. Trajanje veljavnosti ponudbe**

Dobaviteljeva ponudba velja do roka, navedenega v ponudbi. Po preteku tega roka ponudba na noben način ne bo več zavezujoča za Dobavitelja.

**GRUNDFOS South East Europe Kft.**  
General Terms and Conditions 2019

**I. The Term of the Contract**

The present General Terms and Conditions shall be construed in conjunction with the proposals, order confirmations, invoices, way-bills and any other sales related documents issued by Respective country as Supplier as well as with the contract/framework agreement concluded between the Supplier and the customer (the "Customer").

Any divergence from the present General Terms and Conditions shall only be effective if made in writing and approved and signed by the Supplier and the Customer.

**II. Prices**

Prices are stated in EUR on the Supplier's price list. The price list of the Supplier stated in EUR are effective on the date of the issue of the price quote, i.e. in the event of changes in the effective legal provisions or official measures they may change without advance notice.

Upon placing the order, the Customer may specify in writing whether the invoice should be issued in EUR or HUF.

If the Customer requests that the invoice be issued in HUF, then the Customer shall acknowledge that Supplier shall convert the EUR amount stated in the price quote / order confirmation to HUF at the rate specified by the Supplier effective on the date of the issue of the invoice.

The prices quoted by the Supplier are net prices and do not include VAT.

In the case of 'low value orders' below net EUR 400, Supplier shall be entitled to invoice an additional net EUR 30. Orders for spare parts and Extranet orders are exempt from the above provision.

**III. The Term of Validity of the Quotation**

The Supplier's quotation shall be valid until the deadline specified in the quotation. Following the elapse of this deadline the quotation shall not be binding upon the Supplier in any way.

#### **IV. Rok dobave**

Rok dobave je naveden v ponudbi. Če je rok za oddajo, naveden v potrditvi naročila, drugačen od roka, navedenega v ponudbi, se šteje, da je veljaven rok v potrditvi naročila, razen v primeru, če Stranka v roku 2 dni od dneva prejema potrdila vloži ugovor. Rok, ki je določen kot rok za dostavo, začne veljati s prejemom naročila ali, v primeru pologa, z datumom, ko je bil izveden polog na bančni račun Dobavitelja.

Dobavitelj ima pravico, da pisno spremeni rok, ki je naveden v potrditvi. Če pa takšna sprememba ni sprejeta s strani Stranke, ima Stranka v roku 2 dni od prejema obvestila o spremembi pravico do odpovedi naročila brez doplačila.

Če ima Stranka razlog za domnevo, da blaga ne bo mogla sprejeti v dogovorjenem času, bo Stranka o tem nemudoma obvestila Dobavitelja in ob tem določila novi predvideni datum sprejema.

Dobavitelj si bo prizadeval zagotoviti dostavo v skladu z zahtevami Stranke, vendar je upravičen do zahtevkov za dodatne stroške, izhajajočih iz razlogov ali okoliščin, ki jih je mogoče pripisati Stranki.

#### **V. Dobava**

Dobavitelj bo blago (ne glede na njegovo vrednost in brez zavarovanja tovora) brezplačno dostavil na poslovni naslov Stranke ali domači naslov, ki je naveden v naročilu, razen če se pogodbenici ne dogovorita drugače. Čas dostave je najmanj 48 ur od trenutka obdelave naročila in največ 3 delovne dni od prejema naročila.

Stranka v naročilu navede točen naslov za dostavo. Dobavitelj ima pravico od Stranke zahtevati povračilo vseh stroškov, ki izhajajo iz napačne/nepopolne navedbe naslova za dostavo.

Dodatne stroške dostave, ki izhajajo iz neobičajnih poslovnih transakcij (npr. hitra dostava), nosi Stranka, razen, če se pogodbenici dogovorita drugače.

#### **IV. Delivery Deadline**

The delivery deadline shall be specified in the quotation. If the delivery deadline stated in the order confirmation is different from the deadline in the quotation, then the deadline in the order confirmation shall be deemed to be effective, unless the Customer makes an objection within 2 days from the date of the receipt of the confirmation. The term provided as the deadline for delivery shall commence with the receipt of the order, or, in the case of down-payment, with the date when the down-payment is credited to the bank account of the Supplier.

The Supplier shall be entitled to amend in writing the deadline stated in the confirmation, however, if such amendment is not accepted by the Customer, then the Customer shall be entitled to cancel the order without surcharge within 2 days from the receipt of the notice about the amendment of the deadline.

If the Customer has reason to believe that they shall not be able to receive the goods at the time agreed upon, then the Customer shall notify the Supplier about this forthwith and shall specify the expected new date of receipt.

The Supplier shall take every effort to ensure delivery according to the Customer's requirement, but shall be entitled to collect from the Customer any claims for additional costs arising from reasons or circumstance attributable to the sphere of interest of the Customer.

#### **V. Delivery**

Unless otherwise agreed upon by the Parties, the Supplier shall deliver the goods to the Customer's place of business or the domestic address specified in the order free of charge, irrespectively from the value of the goods, and without freight insurance. The lead time of delivery shall be minimum 48 hours from the time of the processing of the order and maximum 3 workdays from the time of the receipt of the order.

The Customer shall indicate the exact delivery address in the order. The Supplier shall be entitled to claim from the Customer any and all costs arising from the incorrect / incomplete indication of the delivery address.

Unless otherwise agreed upon by the Parties, additional delivery costs arising from transactions outside of the normal course of business (e.g. express deliveries) shall be borne by the Customer.

<p>Poleg prejšnjih določil velja, da v primeru nujnih naročil, ki presegajo ceno kurirske dostave in morebitne dodatne stroške, je Dobavitelj upravičen Stranki zaračunati dodatni znesek v višini 50 EUR na posamezno naročilo. Nujna naročila so tista, pri katerih se zahteva dostava še isti ali naslednji dan. Stranka ni dolžna plačati zneska 50 EUR, če je nujno dostavo zahteval Dobavitelj.</p> <p>Po izročitvi blaga špediterju se šteje, da je naloga Dobavitelja opravljena. V tem primeru se transakcija, ki je predmet obdavčitve, šteje, da je bila opravljena. Tako se na podlagi prvega odstavka 55. člena Zakona o DDV dajatev za plačilo davka upošteva na navedeni datum opravljene storitve, pri čemer se šteje, da je to tudi datum izdaje računa.</p> <p><b>VI. Predaja / Prevzem</b>  Izdelke bo Stranki v sodelovanju s špeditersko družbo dostavil logistični center skupine Grundfos. Predaja/prevzem blaga poteka na poslovnem naslovu Stranke ali na drugem domačem naslovu, ki ga Stranka navede v naročilu. Stranka nima pravice do prevzema blaga iz centralnega skladišča skupine Grundfos z lastnim vozilom.</p> <p>Logistični center skupine Grundfos bo blago (glede na količino, število in težo blaga) predal tovornemu podjetju, ki je odgovorno za dostavo. Fizično predajo/prevzem blaga opravita predstavnik špediterske družbe in Stranka ali zastopnik Stranke. Ob predaji/prevzemu morata imeti pri sebi tovorni list, ki ga uradno podpišeta in žigosata obe pogodbениci.</p> <p>Če Stranka ne ugovarja glede količine - števila in teže - ter pakiranja blaga ob predaji/prevzemu, posledično kasneje iz tega naslova ne more uveljavljati nobenih zahtevkov do Dobavitelja. Morebitna neskladja, ki so bila opažena med predajo/prevzemom, morajo biti potrjeno zabeležena na tovornem listu (žig, podpis).</p> <p>Na tovornem listu mora biti natančno zabeležena in potrjena (žig, podpis) količina vrnjenih embalažnih materialov (menjave palet, nakladalnih okvirjev itd.).</p>	<p>Besides the previous, in the case of urgent orders, over and above the delivery fee of the courier and any additional costs, the Supplier shall be entitled to invoice the Customer for an additional sum of EUR 50 per order. Urgent orders are those in the case of which same day or next day delivery is required. The Customer shall not be required to pay the EUR 50 amount if the urgent delivery is requested by the Supplier.</p> <p>Upon the handover of the goods to the forwarding agent, performance by Supplier shall be regarded as complete, i.e. the transaction subject to taxation shall be deemed to have been consummated. Thus, on the basis of Paragraph (1) of Article 55 of the VAT Act the tax payment duty is triggered on said date of performance, which date shall be deemed to be the performance date of the invoice issued.</p> <p><b>VI. Handover / Acceptance</b>  The products shall be delivered to the Customer by the logistics centre of Grundfos Group in cooperation with a forwarding company. The handover/acceptance of the goods shall take place at the Customer's place of business or at a different domestic location specified by the Customer in the order. The Customer shall not be entitled to collect goods from the central warehouse of Grundfos Group using their own vehicle.</p> <p>The logistic centre of Grundfos Group will hand over the goods to the freight company responsible for delivery according to the quantity, number and weight of the goods. The physical handover/acceptance of the goods shall be performed by the representative of the forwarding company and the Customer or the Customer's representative and shall be witnessed by the way-bill officially signed and stamped by both Parties.</p> <p>If the Customer raises no objections related to the quantity - number and weight - and the packaging of the goods upon handover / acceptance, then the Customer shall make no claims towards the Supplier on the basis of this pretext later on. Any discrepancies noted during handover / acceptance shall be noted on the way-bill in a certified manner (stamp, signature).</p> <p>The exact amount of returned packing materials (exchange palettes, loading frames, etc.) shall be indicated on the way-bill in a certified manner (stamp, signature).</p>
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## VII. Plačilni pogoji

Dobavitelj mora sporočiti svoje drugačne plačilne pogoje v ponudbah, potrdilih naročil in računih.

Če se pogodbenici pisno ne dogovorita drugače, se računi plačajo vnaprej z bančnim nakazilom.

Če obstaja razlog za domnevo, da Stranka Dobavitelju ne bo mogla plačati dolgov, je Dobavitelj od Stranke upravičen zahtevati bančno garancijo, predplačilo, plačilo celotne nakupne cene vnaprej ali druga jamstva. V takšnih primerih si Dobavitelj pridržuje pravico, da odstopi od pogodbe ali katerega koli njenega dela.

V primeru zamud pri plačilu je Dobavitelj upravičen zaračunati zamudne obresti po trikratni trenutni osnovni obrestni meri Madžarske nacionalne banke.

Dobavitelj bo Stranki izstavil račun za zamudne obresti najpozneje do finančnega obračuna v danem poslovnem letu v obliki ločenega konsolidiranega poročila poravnave, razen če se pogodbenici ne dogovorita drugače.

V primeru zamud pri plačilu s strani Stranke, na podlagi drugega odstavka člena 6:155 Civilnega zakonika, je Dobavitelj od Stranke upravičen zahtevati HUF ekvivalent minimalnega zneska v vrednosti štirideset EUR za kritje stroškov zbiranja.

Menjalni tečaj, ki se uporablja za konverzijo, je uradni srednji tečaj Madžarske nacionalne banke. Plačilo tega zneska Stranke ne odvezuje od drugih pravnih posledic zaradi zapadlega plačila. Kljub temu pa bo pavšalna pristojbina za zbiranje nadomestila odškodnino. Če namerava Dobavitelj zahtevati pavšalno provizijo od Stranke, potem bremeni takšno provizijo Stranki na podlagi ustreznega računovodskega kupona.

Če stranki v pogodbi nista določili roka za plačilo neporavnane zneska, potem plačilo zapade v 30. dneh od datuma Dobaviteljevega računa ali od zahteve po plačilu.

Plačilo zapade v roku tridesetih dni od datuma opravljene storitve, če

a) Stranka prejme zahtevek za plačilo ali račun pred svojo opravljeno storitvijo;

b) datuma prejema Dobaviteljevega zahtevka za plačilo ali račun ni mogoče jasno določiti;

## VII. Payment Terms

The Supplier shall communicate their other payment terms in their quotes, order confirmations and invoices.

Unless expressly agreed upon otherwise by the Parties in writing, invoices shall be paid in advance by bank transfer.

If there is reason to presume that the Customer shall not be able to pay their outstanding debts to the Supplier, then the Supplier shall be entitled to demand a bank guarantee, down-payment, the payment of the entire purchase price in advance or other guarantees from the Customer. In such cases the Supplier reserves the right to abandon the Agreement or any part of it.

In the event of payment delays the Supplier shall be entitled to charge penalty interest at three times the then current base rate of the Hungarian National Bank.

Unless otherwise agreed upon by the Parties, the Supplier shall invoice the Customer for the penalty interest by not later than the financial clearance of the given business year in the form of a separate consolidated settlement statement.

In the event of payment delays on the side of the Customer, on the basis of Paragraph (2) of Article 6:155 of the Civil Code the Supplier shall be entitled to claim the HUF equivalent of minimum forty EUR from the Customer to cover the costs of collection.

The rate of exchange used for the conversion shall be the official mid-rate of the Hungarian National Bank. The payment of this amount shall not relieve the Customer from the other legal consequences of overdue payment; however, the flat rate collection fee shall offset the damages. If the Supplier intends to claim the flat rate fee from the Customer, then they shall debit such fee to the Customer on the basis of the appropriate accounting voucher.

If the parties did not provide for the due date of the payment of the outstanding amount in their contract, then payment is due within 30 days from the date of the Supplier's invoice or demand for payment. Payment is due within thirty days from date of the Supplier's performance if

a) the receipt of the Customer's demand for payment or invoice is earlier than the performance of the Customer;

b) the date of the receipt of the Supplier's demand for payment or invoice cannot be clearly established;

c) mora Stranka izpolniti svoje plačilne obveznosti, ne da bi čakala na zahtevek za plačilo ali račun.

Če ni drugače dokazano, se za pogodbene določbe o roku plačila dolgov, ki presegajo šestdeset dni, šteje, da kršijo zahteve po delovanju v dobri veri in poštenem ravnanju, kar škodljivo vpliva na Dobavitelja. Te določbe lahko Dobavitelj izpodbija, razen če sta pogodbenici sklenili ločeno pisno pogodbo, ki izrecno določa rok plačila nad 60 dni.

Če ni pisno dogovorjeno drugače, se računi, izdani v EUR, plačajo le v EUR.

Če Stranka ne poda izrecnega pisnega ugovora, soglaša s prenosom zahtevka Dobavitelja na neodvisno tretjo osebo (npr. zavarovalni zahtevek).

### **VIII. Pridržek lastninske pravice**

Dobavljeni izdelki (vključno z embalažnimi materiali) ostanejo do plačila celotne protivrednosti v popolni lasti Dobavitelja. Upoštevajoč slednje se blago pred plačilom skupne protivrednosti ne sme ponuditi kot jamstvo ali kako drugače zastaviti.

Dobavitelj lahko pred plačilom celotne protivrednosti blaga izda pisno izjavo, ki prepoveduje njihovo prodajo. Če Stranka kljub takšni izrecni prepovedi odtuji blago pred plačilom svoje protivrednosti, se Stranka strinja, da bo prihodke te transakcije takoj in brezpogojno odstopila Dobavitelju do neporavnane zneska protivrednosti blaga. V tem primeru Stranka obvesti lastno stranko in Dobavitelja o tem, da gre za predajo.

V ceno blaga je vključen material za enkratno uporabo. V primeru dostave v embalaži, ki se lahko ponovno uporabi, embalaža ali zabojnik ostane v lasti Dobavitelja. Stranka vrne embalažni material ali zabojnik Dobavitelju na lastne stroške v roku 15. dni od datuma predaje/prevzema. Če Stranka ne izpolni te dolžnosti, lahko Dobavitelj po lastni presoji Stranki izstavi račun za protivrednost embalažnega materiala ali zabojnika ali zaračuna najemnino za njihovo uporabo.

### **IX. Prenos škodnega tveganja**

Škodno tveganje se ob prejemu blaga na kraju poslovanja Stranke ali na katerem koli drugem kraju dostave, ki ga Stranka navede v naročilu, prenese na Stranko.

c) the Customer is required to meet their payment obligation without waiting to receive the payment demand or the invoice.

Unless proven otherwise, contractual provisions stipulating a deadline for the payment of debts that is in excess of the above sixty days shall be deemed to be in violation of the requirements of good faith and fair conduct, prejudicious and unreasonably detrimental to the Supplier. Such provisions may be contested by the Supplier, unless the Parties have concluded a separate written agreement expressly stipulating a payment deadline of over 60 days. Unless otherwise agreed upon in writing, invoices issued in EUR may only be paid in EUR.

Unless an express written objection is made by the Customer, the Customer consents to the assignment of the Supplier's claim to an independent third party (e.g. claim insurance).

### **VIII. Reservation of Title**

Until the payment of their counter-value in full, the delivered products (including the packaging materials) remain the property of the Supplier. With respect to this, prior to the payment of the total counter value of the goods they may not be offered as security or otherwise pledged.

Prior to the payment of the counter-value of the goods in full, the Supplier may issue a written statement prohibiting their sale. If, despite such express prohibition, the Customer alienates the goods prior to the payment of their counter-value, then the Customer agrees to immediately and unconditionally cede the proceeds of such transaction to the Supplier up to the outstanding amount of the counter-value of the goods. In this case the Customer shall notify both their own customer and the Supplier about the fact of the cession.

The price of the goods is inclusive of the disposable package material. In the case of delivery in reusable packaging or containers, the packaging material or container remains the property of the Supplier; the Customer shall return such packaging material or container to the Supplier at their own cost within 15 days from the date of handover/takeover. If the Customer fails to comply with this duty, then the Supplier may, at their discretion, invoice the Customer for the counter-value of the packaging material or container or to charge a rental fee for their use.

### **IX. The Transfer of the Risk of Damages**

The risk of damages is transferred to the Customer upon the receipt of the goods at the Customer's place of business or any other place of delivery indicated by the Customer in the order.

## **X. Preklic naročil, vračilo blaga**

1. V primeru napačnih dobav, za katere je odgovoren Dobavitelj, se celoten znesek zadevnega računa prizna brez kakršnega koli odbitka. Stroške ponovnega prevoza blaga krije Dobavitelj.

2. V primeru preklica veljavnega in s strani Stranke že potrjenega naročila iz razlogov, ki jih ni mogoče pripisati Dobavitelju, bo Dobavitelj Stranki zaračunal stroške preklica, in sicer:

- a) 20 % neto vrednosti računa, če se blago stalno hrani na zalogi.
- b) Pri črpalkah in napravah, ki niso skladiščene, Dobavitelj zaračuna stroške na podlagi lastnih dejanskih stroškov. To vključuje stroške proizvajalca, manipulativne stroške Dobavitelja v višini 20 % (na osnovi neto vrednosti računa) in stroške prevoza do proizvajalca. Na zahtevo Stranke Dobavitelj lahko predloži seznam zaračunanih stroškov.
- c) Če je bilo blago, ki ga je Stranka preklicala, že delno dostavljeno, so pogoji za vračilo tovrstnega blaga naslednji:
  - Izdelke, ki so bili proizvedeni pred enim letom, se Dobavitelju ne vrača.
  - Izdelki morajo biti vrnjeni v izvornem ter nepoškodovanem stanju in embalaži.
  - Stranka mora predhodno pisno obvestiti Dobaviteljevo servisno službo, pri čemer mora po faksu ali v skenirani obliki priložiti izvod originalnega računa.
  - Stroške vračila blaga v skladišče Dobavitelja krije Stranka. Če vračilo blaga v skladišče opravi Dobavitelj, ima pravico zaračunati Stranki stroške prevoza v višini 20 % neto vrednosti računa.

## **XI. Garancija**

Dobavitelj jamči, da bodo izdelki dostavljeni v skladu s sporazumom med pogodbenicama. Izdelki se smatrajo kot defektni le, če niso dostavljeni v skladu s pogodbo med pogodbenicama, tj. zaradi neustreznega materiala, dizajna ali izdelave s strani Dobavitelja ali tretje osebe, ki deluje v imenu Dobavitelja.

Garancija ne krije škode zaradi (vključno) običajne obrabe; uporabe izdelkov v namene, za katere niso namenjeni; namestitvev izdelkov v okolje, ki ni primerno za predmetne izdelke; prilagoditev, sprememb ali popravil izdelka, ki jih opravi Stranka ali tretja oseba (ki ne deluje v imenu Dobavitelja); neupoštevanja navodil Dobavitelja, npr. iz Priročnika za namestitvev, delovanje, vzdrževanje ali servisiranje;

## **X. Cancellation of Orders, Return of Goods**

1. In the event of incorrect deliveries due to a default on the part of the Supplier the entire amount of the related invoice shall be credited without any deduction. The costs of the re-transportation of the goods shall be borne by the Supplier.

2. In the event of the cancellation of a valid, confirmed order by the Customer due to reasons not imputable to the Supplier, the Supplier shall apply a cancellation charge according to the following:

- a) In the case of goods continuously kept on inventory, 20% of the net invoice value.
- b) In the case of non-warehoused pumps and devices the Supplier shall apply the cancellation charge on the basis of its own actual costs. This shall contain the manufacturer costs, the Supplier's 20% handling fee (on the basis of the net invoice value) and the cost of re-shipment to the manufacturer. Upon request from the Customer the Supplier shall present a list of these costs.
- c) If any order cancelled by the Customer has already been partially delivered, then the conditions of the return of such products shall be the following:
  - No products manufactured over one year ago shall be returned to the Supplier.
  - Returned products must be in their original, undamaged state and packaging.
  - The Customer shall notify the Supplier's customer service in advance in writing with a facsimile or scanned copy of the original invoice attached.
  - The cost of the reshipment of the goods to the Supplier's warehouse shall be borne by the Customer. If the reshipment of the goods to the warehouse is performed by the Supplier, then the Supplier shall be entitled to charge to the Customer freight costs tantamount to 20% of the net invoice value.

## **XI. Warranty**

Supplier warrants that the products are delivered in accordance with the agreement between the parties. A product is defective only if it is not delivered in accordance with the agreement between the parties due to faulty material, design or workmanship on the part of Supplier or a third party acting on Supplier's behalf.

Not covered by the warranty is damage due to (including) ordinary wear and tear; use of the product for applications for which they are not intended; installation of the products in an environment not suitable for the products in question; modifications, alterations or repair of the product undertaken by Customer or a third party (not acting on Supplier's behalf); failure to follow Supplier's instructions, e.g. in its installation-, operation-, maintenance- or service manual; installation, commissioning,

namestitve, zagona, delovanja (npr. uporaba katerega koli Grundfosovega izdelka izven domene njegovih specifikacij) ali vzdrževanja, ki ni v skladu z Dobaviteljevimi navodili za namestitev, delovanje, vzdrževanje ali servisiranje in/ali dobro industrijsko prakso; uporabe napačne ali neustrezne pomožne opreme v kombinaciji z izdelkom; uporabe rezervnih delov slabe kakovosti (razen uporabe originalnih rezervnih delov Grundfos); nenamerne ali namerne poškodbe ali zlorabe izdelka s strani Stranke ali tretje osebe (ki ne deluje v imenu Dobavitelja); in neupoštevanja veljavnih zakonov in predpisov s strani Stranke ali neskladja njenih lastnih izdelkov z veljavnimi zakoni in predpisi. Garancija tudi ne pokriva tega, da bi bil izdelek primeren za določen namen ali da bi lahko izpolnjeval specifične pogoje pri dejanski uporabi.

Stranka mora brez nepotrebnega odlašanja obvestiti Dobavitelja o vseh napakah, potem ko je zaznala ali bi morala zaznati napako. V vsakem primeru mora Stranka obvestiti Dobavitelja najkasneje 24 mesecev od datuma namestitve pri končnem uporabniku, vendar ne več kot 30 mesecev od datuma proizvodnje (»Garancijski rok za obveščanje«).

V primeru odpravljanja napak pa Garancijski rok za obveščanje glede zadevnega izdelka ostane enak tudi po popravilu, če:

- (a) se del izdelka popravi ali zamenja, Garancijski rok za obveščanje za popravljene/zamenjane dele je 12 mesecev od datuma popravila ali zamenjave, in
- (b) celoten izdelek kot tak (npr. črpalka) se zamenja, je novi Garancijski rok za obveščanje zamenjanega izdelka 24 mesecev od datuma namestitve pri končnem uporabniku (vendar največ 30 mesecev od datuma proizvodnje).

Ne glede na zgoraj naveden Garancijski rok za obveščanje slednji pod nobenim pogojem ne sme presegati 60 mesecev, ki se izračunajo od datuma proizvodnje prvega izdelka, ne glede na to, ali je stranka pridobila podaljšanje Garancijskega roka za obveščanje.

V skladu s pogoji pogodbe med pogodbenicama bo Dobavitelj odpravil defektne (dele) izdelke. Dobavitelj se odloči, ali bo defekt okvarjenega (dela) izdelka odpravljen s popravilom ali zamenjavo (v celoti ali delno). Popravilo bo izvedeno v najkrajšem možnem času znotraj običajnega delovnika.

operation (e.g. use of any Grundfos product outside its specifications) or maintenance not in accordance with Supplier's installation-, operation-, maintenance- or service manual and/or good industry practice; use of faulty or inadequate ancillary equipment in combination with the product; the application of spare parts of poor quality (excluding the application of any Grundfos original spare parts); accidental or intentional damage or misuse of the product by Customer or third party (not acting on Supplier's behalf); and Customer's or its own product's non-compliance with applicable law and regulation. In addition, the warranty does not cover that a product is fit for a particular purpose or will be able to meet its specifications in the actual application

Customer shall notify Supplier of any defects without undue delay after Customer became or should have become aware of the defect, but in every respect, Customer shall notify Supplier no later than 24 months from the date of installation at end-user, however not exceeding 30 months from the date of production (the "Warranty Notification Period").

In case of remedy of defects, the Warranty Notification Period related to the Product as such remains the same after remedy, however, if

- (a) part of a product is repaired or replaced, the Warranty Notification Period concerning such repaired/replaced parts is 12 months from the date of repair or replacement, and
- (b) the whole product as such (e.g. a pump) is replaced, a new Warranty Notification Period of 24 months from the date of the installation at end-user (however maximum 30 months from date of production) of the replaced product applies.

Notwithstanding the above, the Warranty Notification Period does under no circumstance exceed 60 months calculated from date of production of the first Product delivered whether Customer has acquired an extended Warranty Notification Period.

Subject to the terms of the agreement between the parties, Supplier shall remedy defective (parts of) products. Supplier decides whether the defect will be remedied by repairing or replacing (in whole or part) the defective (part of the) product. The remedy will take place as soon as possible within normal working hours.

Dobavitelj krije stroške popravila ali zamenjave okvarjenega (dela) izdelka, razen, kot sledi:

- (a) Vse stroške, povezane s prevozom, potovanjem in časom potovanja (ali znesek, ki je enakovreden tem stroškom) osebja Dobavitelja in (delov) izdelkov med Grundfosovim krajem dostave in:
  - I. krajem Stranke ali tretje osebe (če se razlikuje od kraja dobave Dobavitelja) mora plačati Stranka. Stroške za demontažo in montažo mora ravno tako plačati Stranka.
  - II. Dobaviteljeva delavnica je ravno tako strošek Stranke.
- (b) Stranka plača vse stroške Dobavitelja, povezane s čakalnim časom, ki ga povzroči Stranka.
- (c) Če se izkaže, da izdelek, ki je predmet popravila ali zamenjave, ni imel nobenih pomanjkljivosti, Stranka plača vse s tem povezane stroške, ne glede na to, kje se izdelek nahaja in kdo je lastnik izdelka. Takšno plačilo temelji na cenikih Dobavitelja in krije vse stroške, povezane s takšno storitvijo.

Izdelek pred popravilom ne sme biti razstavljen, če Dobavitelj tega ne zahteva. V primeru neupoštevanja tega pravila bo garancija razveljavljena.

Dobavitelj lahko zavrne - in po pogodbi ne bo odgovoren za škodo (vključno z malomarnostjo), kršitev zakonske odgovornosti ali drugače - odpravo napak v izdelkih, če meni, da lahko takšno poseganje škoduje okolju ali poškoduje ljudi. V primeru takšne zavrnitve odpravljanja napak izdelkov bo Grundfos dolžan Dobavitelju samo dostaviti izdelke v skladu z zgornjima (a) in (b), ki opredeljujeta stroške.

Popravila ali zamenjave so edina asistenca Stranki v zvezi z izdelki z napako. Ob upoštevanju obveznosti podjetja Grundfos glede odgovornosti za izdelke (glej Klavzulo 9) Grundfos nima nobenih drugih ali nadaljnjih odgovornosti do Stranke, bodisi glede kršitve sporazuma, malomarnosti ali kako drugače v zvezi s kakršno koli napako na izdelku.

Popravila ali zamenjave so edina asistenca Stranki v zvezi z izdelki z napako. Ob upoštevanju obveznosti podjetja Grundfos glede odgovornosti za izdelke (glej razdelek XII) Dobavitelj nima nobenih drugih ali nadaljnjih odgovornosti do Stranke, bodisi glede kršitve sporazuma, malomarnosti ali kako drugače v zvezi s kakršno koli napako na izdelku.

Supplier shall cover its costs for repair or replacement of the defective (part of the) product, except, however, as follows:

- (a) All expenses related to transport, travelling and travelling time (or an amount equivalent to such expenses) of Supplier's personnel and (parts of) products between Grundfos' place of delivery and:
  - I. Customer's or third party's site (if different from Supplier's place of delivery), must be paid by Customer. Any expenses for dismantling and mounting, must also be paid by Customer.
  - II. Supplier's workshop, will be covered by Supplier.
- (b) Customer shall pay all Supplier's expenses related to waiting time caused by Customer.
- (c) If it shows that the product subject to repair or replacement did not suffer from any defects, Customer shall pay all expenses related hereto regardless of where the product is located and who is the owner in fact of the product. Such payment is based on Supplier's pricelists and will cover any expenses related to such service.

Unless requested by Supplier, the product may not be disassembled prior to remedy. Any failure to comply herewith will render the warranty void.

Supplier may refuse – and will not be liable, in contract, tort (including negligence), breach of statutory duty or otherwise – to remedy of defects in products, if Supplier considers that such remedy may cause harm to the environment or injury to people. In case of such refusal of remedy of defects in Products, Grundfos will be obliged only to ship products to Supplier in accordance with (a) and (b) above relating to costs.

The remedy of repair or replacement is the only remedy of Customer with respect to defective Products. Subject to Grundfos' obligations as regards product liability, cf. Clause 9, Grundfos has no other or further liability to Customer whether for breach of agreement, negligence or otherwise in respect of any defect in a Product

The remedy of repair or replacement is the only remedy of Customer with respect to defective Products. Subject to Supplier's obligations as regards product liability, cf. Section XII, Supplier will have no other or further liability to Customer whether for breach of agreement, negligence or otherwise in respect of any defect in a Product.



## **XII. Odgovornost za izdelke**

Dobavitelj je odgovoren za telesne poškodbe (vključno s smrtjo ali boleznijo), škodo na nepremičninah in osebni lastnini, ki jo povzročijo defektni izdelki v obsegu, določenem v veljavni zakonodaji o odgovornosti za izdelke. Če je Dobavitelj odgovoren za kakršno koli škodo na nepremičnini in osebni lastnini v skladu z veljavno zakonodajo o odgovornosti za izdelke, veljajo omejitve iz razdelka XIII. Celotna odgovornost Dobavitelja za odgovornost za izdelek pa ne presega zneska, višjega od 1 milijona EUR, in zneska, določenega v razdelku XIII spodaj.

Če je Dobavitelj odgovoren za nadomestilo škode ali izgube, ki je izvzeta iz obveznosti Dobavitelja do Stranke v skladu s tem razdelkom XII, bo Stranka Dobavitelju povrnila vse stroške, ki so bili zaradi tega plačani.

## **XIII. Omejitev odgovornosti**

V obsegu, ki ga dovoljuje veljavna zakonodaja, nobena pogodbenica ne bo odgovorna (glede na pogodbo, kazniva dejanja (vključno z malomarnostjo), kršitev zakonskih odgovornosti ali drugače) za izgubo proizvodnje, izgubo prometa, izgubo dobička, izgubo poslovne priložnosti, izgubo podatkov, izgubo prihrankov, izgubo dobrega imena, izgubo v zvezi z nepooblaščenim dostopom do podatkov ali sistemov, izgubo zaradi prekinitve poslovanja ali kakršne koli druge posredne ali posledične izgube kakršne koli vrste, ki izhajajo iz ali so v zvezi s sporazumom med pogodbenicama ali njegovih kršitev.

V obsegu, ki ga dovoljuje veljavna zakonodaja, je celotna odgovornost Dobavitelja (vključno s plačilom finančnih kreditov (če obstajajo) in terjatvami tretjih oseb) do Stranke, upoštevajoč vse izgube, ki izhajajo iz ali so v povezavi s pogodbo med pogodbenicama in sodelovanjem, bodisi pogodbenim, odškodninskim (vključno z malomarnostjo), bodisi glede kršitve zakonskih odgovornosti ali kako drugače, v nobenem primeru ne bo preseгла 30 % od zneska, ki ga je Stranka plačala v skladu s pogodbo med strankami (brez DDV), na katero se zahtevek nanaša.

Omejitve, določene v tem razdelku XIII, ne bodo veljale v obsegu, v katerem dejanje ali neukrepanje pogodbenice povzroči osebno poškodbo; pogodbenica namerno povzroči škodo drugi pogodbenici ali nepogodbenici; ali pogodbenica zaradi nepremišljenega neupoštevanja posledic dejanja ali nedelovanja povzroči, da druga pogodbenica ali nepogodbenica utрпи škodo.

## **XII. Product Liability**

Supplier is liable for personal injury (including death or disease), damage to real and personal property, caused by defective products to the extent set out in applicable law on product liability. If Supplier is held liable for any damage to real and personal property under applicable law on product liability, the limitations in section XIII apply. Supplier's total liability will for product liability however not exceed the higher of EUR 1 million and the amount set out in Section XIII below

If Supplier is held liable to compensate for any damage or loss, which is exempted from Supplier liability to Customer under this section XII, Customer shall indemnify Supplier for any expenses paid as a consequence hereof.

## **XIII. Limitation of Liability**

To the extent permitted by applicable law, neither party will be liable (in contract, tort (including negligence), breach of statutory duty or otherwise) for loss of production, loss of turnover, loss of profit, loss of business opportunity, loss of data, loss of savings, loss of goodwill, loss relating to unauthorised access to data or systems, loss as a result of business interruption, or any other indirect or consequential losses of any kind whatsoever arising under or relating to the agreement between the parties or a breach hereof.

To the extent permitted by applicable law, Supplier's total liability (including in regard to payment of financial credits (if any) and third party claims) towards Customer in respect of all losses arising under or in connection with the agreement between the parties and the cooperation, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will under no circumstances exceed an amount equal to 30 % of the amount paid by Customer under the agreement between the parties (excl. VAT) on which the claim is based.

The limitations set out this section XIII will not apply to the extent an act or failure to act of a party causes personal injury; a party intentionally causes the other party or non-party to suffer damage; or a party as a result of its reckless disregard of the consequences of an act or failure to act causes the other party or non-party to suffer damage.

Če zahtevki temeljijo na izgubah, ki izhajajo iz več kot enega sporazuma in/ali ene ali več pogodb v kombinaciji z dobavo izdelkov in/ali drugih storitev podjetja Grundfos, se celotna odgovornost Dobavitelja (če obstaja) razdeli na različne dobave, ki so sprožile zahtevke zaradi izgube. Vsak razdeljeni del te celotne odgovornosti bo za navedeni del celotnih izgub podrejen pravni podlagi, ki velja med pogodbenicama, vključno z dogovorjeno omejitvijo odgovornosti (če obstaja).

#### **XIV. Nadzor izvoza in sankcioniranje pogodbenic**

Za vsako dobavo, zajeto v sporazumu med pogodbenicami, lahko veljajo pravila o nadzoru izvoza in trgovinskih sankcijah, vključno z zadevnimi pravili Evropske unije, Združenih narodov in Združenih držav Amerike.

Pogoj za Dobaviteljevo dostavo izdelkov Stranki je, da je Stranka v skladu z vsemi veljavnimi pravili o nadzoru izvoza in pravili trgovinskih sankcijah, vključno z ustreznimi postopki in nadzorom. Če zaradi pravil nadzora izvoza in trgovinskih sankcij Dobavitelj meni, da je ali bo prepovedan, oviran, omejen ali znatno prizadet pri izpolnjevanju svojih obveznosti po sporazumu s Stranko, lahko Dobavitelj prekliče ali odloži dostavo izdelkov. V takih primerih Dobavitelj ne odgovarja za kakršne koli neposreden ali posreden zahtevek ali izgubo.

Da bi oblastem ali Dobaviteljem omogočili preverjanje skladnosti Stranke s pravili o nadzoru izvoza in trgovinskih sankcijah ali v podporo Dobaviteljevim prijavam ustreznim organom v zvezi z izvozom in/ali prodajo izdelkov po pogodbi s Stranko, mora Stranka - na utemeljeno zahtevo Dobavitelja - nemudoma posredovati Dobavitelju vse informacije o določenem končnem uporabniku, pogodbenih strankah, ki so vključene v dostavo, določenem namembnem kraju/ih in o posebni predvideni uporabi izdelkov.

#### **XV. Poravnava**

Zneski, ki se dolgujejo Dobavitelju, se lahko poravnajo samo v višini ugotovljenega sodnega dolga, ki se Stranki dodeli v okviru dokončne razsodbe.

#### **XVI. Višja sila**

Dobavitelj ne odgovarja za kakršne koli zamude pri dostavi, ki izhajajo iz okoliščin višje sile, vključno s: stavkami, izrednimi upravnimi ukrepi, zamudami dobaviteljev, ekstremnimi vremenskimi razmerami, katastrofami itd. Če razmere višje sile vztrajajo več kot 6 mesecev, imajo pogodbenice pravico odstopiti od pogodbe.

If a claim is based on losses which derive from more than one agreement and/or one or more agreements in combination with a Grundfos company's delivery of products and/or other services, then Supplier's total liability (if any) will be allocated to the different supplies based on each such supplies' contribution to the claimed losses. Each allocated part of the total liability will be determined in accordance with the legal basis applicable between the parties for the said part of the total losses, including the agreed limitation of liability (if any).

#### **XIV. Export Control and Sanctioned Parties**

Any delivery covered by the agreement between the parties may be subject to export control and trade sanction rules, including such rules of among others the European Union, United Nations and the United States of America.

It is a condition for Supplier's delivery of products to Customer that Customer complies with all applicable export control and trade sanction rules, including having relevant compliance procedures and controls. If, due to export control and trade sanction rules, Supplier considers that it is or will be prohibited, hindered, restricted or significantly adversely affected in complying with its obligations under the agreement with Customer, Supplier may cancel or postpone the delivery of the products. In such cases, Supplier will not be liable for any direct or indirect claim or loss.

To enable authorities or Supplier to conduct checks on Customer's compliance with the export control and trade sanction rules, or in support of Supplier's applications to the appropriate authorities in connection with the export and/or sale of the products under the agreement with Customer, Customer shall - upon reasonable request from Supplier - promptly provide to Supplier all information on the particular end-user, the parties involved in the delivery, the particular destination(-s) and the particular intended use of the products.

#### **XV. Offsetting**

Amounts due to the Supplier may only be offset with judgement debt awarded to the Customer by final decision.

#### **XVI. Force Majeure**

The Supplier shall not be held liable for any delays in delivery arising from force majeure circumstances, including, especially: strikes, extraordinary administrative measures, the delay of suppliers, extreme weather conditions, acts of God, etc. If the force majeure circumstances subsist for over 6 months, the Parties shall be entitled to withdraw from the contract.

**XVII. Razni pogoji**

Če je med pogodbenicama sklenjena pogodba, se določbe teh Splošnih pravil in pogojev uporabljajo s spremembami, določenimi v posebni pogodbi.

Za zadeve, ki v teh Splošnih pravilih in pogojih niso izrecno določene, veljajo določbe veljavnih zakonov, s posebnim upoštevanjem določb Zakona V iz leta 2013 Civilnega zakonika (madžarskega).

V vseh pravnih sporih, ki izhajajo iz tega pogodbenega razmerja, pogodbenici sprejemata pristojnosti osrednjega okrožnega sodišča Buda Central District Court ali sodišča Tatabánya Tribunal, odvisno od vrednosti spora.

Februar 2019

**XVII. Miscellaneous Conditions**

If a contract is concluded between the Parties, then the provisions of the present General Terms and Conditions shall be applicable with the changes provided for by the specific contract.

In matters not specifically provided for in the present General Terms and Conditions the provisions of the applicable laws govern, with special respect to the provisions of Act V of 2013 on the Civil Code.

In any legal disputes arising from the present contractual relationship the Parties mutually accept the jurisdiction of the Buda Central District Court or the Tatabánya Tribunal, depending on the jurisdictional amount.

February 2019