



Taktor d.o.o
Šalek 103, 3320 Velenje,
Slovenia

GENERAL SALES AND DELIVERY TERMS

1. Introduction

1.1.

These "Sales and Delivery Terms" shall apply unless otherwise agreed by the parties in writing.

1.2.

These Sales and Delivery Terms shall apply to all agreements for the sale of goods and services made by the buyer (hereinafter referred to as "the Buyer") and Taktor d.o.o (hereinafter referred to as "the Seller").

2. Conclusion of the Agreement

2.1.

The contract is valid and binding for both parties, once the Buyer has signed and returned the contract/Proforma Invoice, has issued a prepayment or opened a letter of credit.

2.2.

Each individual agreement shall contain the specific delivery-terms for that agreement and including a statement which INCOTERMS are to be applied. At any one time all INCOTERM rules are to be understood and applied according to the current version, which is at the moment INCOTERMS 2015

3. Price and adjustment

3.1.

The price will be fixed between the Seller and the Buyer in an individual contract.

3.2.

The date of payment shall be agreed on the Seller and the Buyer from time to time.

Default interest at the rate of 2.5% per commenced month shall be charged from the due date.

4. Insurance

4.1.

In case of CIF sales, the Seller shall insure the Goods as currently provided in the Institute Timber Trade Federation Clauses and in the Institute strike Clauses (Timber Trade Federation). Moreover, the Seller shall insure the Goods against war risk with a European insurance company on terms corresponding to those provided in the London Institute War Clauses as applying to transport by sea. The Buyer is responsible for marine and transport insurance for sales on CFR and FOB terms

4.2.

The Seller shall not be liable for insurance coverage beyond the coverage stipulated in paragraph 4.1.



Taktor d.o.o
Šalek 103, 3320 Velenje,
Slovenia

5. Delays, shipment etc.

5.1.

The seller shall not be liable for delays, including non-delivery, due to force majeure, such as war, political unrest, natural catastrophes, strikes etc. as understood in accordance with European Union Laws and other causes, which are beyond the sellers control including delays, which are caused by the carriers.

5.2.

Shipment shall be subject to the available freight space. The Seller shall have the right to postpone the time of shipment agreed upon. If this causes the shipment in agreement with the buyer.

Partial shipments and transshipments are allowed unless otherwise agreed on.

6. Ownership reservation

6.1.

The Seller shall retain ownership of the Goods sold until the purchase sum, including any interests, has been fully paid. If more than one delivery has been sold in the same order, the Seller shall retain ownership until the purchase sum for all stocks is fully paid.

6.2

The goods are product of Taktor and shall have the name and logo of Taktor on the product including tags and markings.

6.3

The name Taktor and the logo of Taktor are properties of Taktor d.o.o and cannot be used by the Buyer with explicit permission in writing.

6.4

The Seller may accept to put marking and numbers of the Buyer on the goods for identification.

7. Quantity

7.1.

The Seller shall be entitled to supply plus or minus 10% of the quantity agreed upon, unless the Parties have specifically agreed upon a maximum or minimum quantity.

7.2.

The quantity shipped shall be based on the measurements and calculations made in the country of origin.



Taktor d.o.o
Šalek 103, 3320 Velenje,
Slovenia

8. Claims

8.1.

The Buyer can send their representative to verify the goods quality before shipment at the port. The Buyer shall inspect the Goods for non-conformity within 7 (seven) weekdays after discharge of the Goods at the port of destination.

8.2.

Complaints shall be made within the time limit mentioned in paragraph 8.1 and shall be in writing.

8.3.

If the Buyer has removed goods from the original consignment, no complaints of quality or quantity shall be accepted.

8.4.

Weekdays are defined as general office working days in the country of destination. Weekends and bank holidays in the country of destination are not considered weekdays.

9. Liability for injury and damage caused by Goods (product liability)

9.1.

The Seller shall not under any circumstances be held liable for operating loss, loss of earnings or other indirect losses.

10. Indirect loss

10.1.

At any time the Seller's liability shall not exceed the value of the delivered Goods. Furthermore the Seller shall never be liable for any indirect loss, including consequential loss, loss of profit or loss caused by the Buyer's non-fulfilment of his obligation towards a third party.

11. Execution of the contract

11.1.

No dispute regarding the drafting, interpretation or execution of the individual agreement shall affect the Buyer's absolute obligation to accept the delivery of the Goods and to effect payment in conformity with the individual agreement.

12. Supplementary rules

12.1.

Incoterms 2010 shall apply supplementary to these Sales and Delivery Terms in so far as they do not conflict with the present conditions of sale and delivery.



Taktor d.o.o
Šalek 103, 3320 Velenje,
Slovenia

13. Amendments

13.1.

Any amendment, expansion and / or supplement to the terms and conditions of these Sales and Delivery Terms shall only prevail and be legally binding, if specifically agreed upon by the Parties in writing.

14. Termination

14.1.

Seller may terminate any agreement between the Parties without notice, if the Buyer is subject to receivership, bankruptcy, and reconstruction procedures due to insolvency; if the Buyer goes out of business, or if the Buyer suffers a change of control. Control shall mean direct or indirect ownership of 50 (fifty percent) or more of the voting stock or other ownership interests, hereunder but not limited to 50 (fifty percent) or more of the nominal value of the issued equity share capital of the entity.

15. Invalidity

15.1.

In the event that one or more provisions of these Sales and Delivery Terms cannot be enforced because they are contrary to mandatory law or for other reasons are considered not accepted, this shall not affect the validity of the other provisions of these Sales and Delivery Terms or the validity of the individual agreement.

16. Place of jurisdiction and arbitration

16.1.

These Sales and Delivery Terms is governed by, construed and enforced in accordance with the laws of Slovenia.

16.2.

Any dispute arising out of or related to these Sales and Delivery Terms or the individual agreement, the understanding of these Sales and Delivery Terms or the individual agreement, and/or its validity - which cannot be settled amicably by the Parties, shall be submitted to the Slovenia Chamber of Commerce.

16.3.

The Parties agree that the place of arbitration is Ljubljana, Slovenia. The arbitration proceedings shall be conducted in English.