



Terms and conditions and Privacy policy

GENERAL TERMS AND CONDITIONS OF SALE OF FUDICO Sistemi, d.o.o.

1. GENERAL

1.1. The General Terms and Conditions of Sale of FUDICO Sistemi, d.o.o. regulate the legal relations between FUDICO Sistemi, d.o.o. (hereinafter: Seller) and the buyer of the products and services offered by the Seller from its sales catalog.

1.2. The General Terms and Conditions of Sale apply to all relations between the Seller and buyer, except when the Seller and buyer explicitly agree otherwise on individual rights and obligations.

1.3. Only written agreements apply. Messages sent through the proper telecommunication channels (fax, e-mail, etc.) also count as written agreements.

1.4. If the Seller and buyer conclude agreements that govern individual rights and obligations differently than in the framework of these General Terms and Conditions of Sale, this has no bearing on the validity of other provisions contained herein.

1.5. The Seller's General Terms and Conditions of Sale hold precedent over any potential general terms and conditions of the buyer, unless the Seller and buyer agree otherwise.

2. OFFERS AND ORDERS

2.1. The buyer's order only becomes binding for the Seller when the buyer in question receives a written confirmation of the order from the Seller.

2.2. The Seller guarantees the conditions, set out in the offer or quotation, only in the framework of the validity of the offer or quotation.

2.3. If the buyer would like to change or cancel the order after receiving a written confirmation, they must reimburse all associated costs incurred by the Seller.



2.4. Regardless of the previous paragraph, the buyer is unable to cancel or change their order after receiving written confirmation from the Seller if the goods in question have been made according to the instructions and specifications of the buyer or solely for the buyer – unless the Seller gives its express consent.

3. PRICES

3.1. Unless otherwise agreed between the Seller and the buyer, all prices apply according to the Seller's respective valid price list. All prices are denominated in euros.

3.2. The Seller reserves the right to harmonize its prices with changes on the world raw materials market, labor costs and other operating costs, as well as with changes in exchange rates, even for deliveries that have not yet been delivered on the day the change comes into effect.

4. PAYMENT TERMS

4.1. The payment deadline is defined as the date on which the buyer is required to wire the entire amount on the invoice to the Seller's bank account. The payment is considered finalized when the money (the purchase price) is in the Seller's bank account.

4.2. Unless otherwise stated in the contract, the Buyer must pay for the goods with 100% prepayment.

4.3. If the buyer's solvency significantly decreases or if they are unable to provide adequate payment insurance – or if the buyer provided false information when insuring the payment – all existing claims must be paid immediately unless the buyer, at the Seller's behest, provides adequate insurance. The buyer is required to return any already delivered goods to the Seller at their own expense.

4.4. In the event of late payment, the Seller reserves the right to charge statutory default interest and all costs related to sending notices and recovering the amount in question.

4.5. If the buyer complains because of the quality and quantity of the goods or if they reject the invoice, the buyer is required to pay the undisputed amount of the invoice. The disputed amount is limited to forty (40%) percent of the value of the invoice.



4.6. The buyer has the right to reject an invoice (the disputed invoice amount from the previous paragraph) no later than eight (8) days following its receipt. The buyer is required to explain and justify their rejection of the invoice in detail. If the buyer is late in doing so or if the explanation is insufficient or unjustified, we consider that the invoice is accepted in full.

4.7. If the buyer is late in paying the invoice by fifteen (15) days or more, the Seller may change its terms and conditions of sales, even for deliveries that have already been executed but not paid for; alternatively, the Seller may withdraw from the contract without due notice. In this case, the buyer also grants the Seller an irrevocable and unconditional license to enter the premises where the buyer stores their goods, taking back the unpaid goods or goods of equivalent value to the claim. This does not mean that the Seller has withdrawn from the contract, unless it provides written confirmation to this effect when taking the goods.

4.8. The buyer is not entitled to retain payments or set up counter claims, unless explicitly agreed in writing. The buyer undertakes not to assign claims it has toward the Seller to third parties without the prior written consent of the Seller; otherwise, the buyer must pay the Seller a contractual penalty amounting to 25% of the value of the assigned claim.

5. DELIVERY AND SERVICE

5.1. Unless otherwise agreed by the Seller and buyer and confirmed in writing, the delivery conditions are set as EXW FUDICO Sistemi, d.o.o. Incoterms 2020.

5.2. In its written order confirmation, the Seller determines the binding delivery dates. Delivery in fourteen (14) days after the deadline set in the order confirmation is not considered as a late delivery.

5.3. The buyer is required to accept the goods within the deadline specified in the order confirmation. If the buyer fails to accept the goods within a set deadline, the Seller is entitled to warehouse it in its warehouse. If the buyer fails to pick up the goods within five (5) days of receiving a notice stating that the goods are ready to be picked up, the Seller is entitled to charge 0.2% of the sales value of the goods being warehoused by the Seller for every day the buyer is late in picking them up; this is used to cover the costs of warehousing the goods from the date they should have been picked up to the date the buyer does pick up the goods in question. If the Seller is unable to warehouse the goods at its facility, it may do so at other appropriate warehouses – at the buyer's expense.



5.4. If the buyer is late in picking up the goods, the danger of any accidental destruction or damage to the goods falls on the buyer on the day they are late in picking them up.

5.5. If the buyer fails to pick up the goods within twenty (20) days from the established date, the Seller asks the buyer in writing to pick up the goods within an additional deadline, which must not be shorter than ten (10) days. If the buyer does not accept the goods even within the additionally provided deadline, the Seller may sell them. The Seller may then use the amounts thus received to cover the costs it has incurred.

5.6. The Seller reserves the right to partial deliveries.

5.7. If the subject of delivery is goods that require servicing, the buyer undertakes to have the goods serviced by the Seller or Manufacturer during the warranty period, unless otherwise agreed between the parties.

6. RETENTION OF TITLE

6.1. The goods remain the property of the Seller even after they are delivered into the buyer's possession until the buyer pays the entire purchase price and other potential liabilities it may have toward the Seller.

6.2. The buyer is entitled to re-sell products, subject to the Seller's retention of title, or they may use them for manufacturing purposes, provided this represents the buyer's regular business process and that the buyer is not late with payments to the Seller. The buyer is required to assign all potential claims it has toward its buyers in connection with the sale of the goods to its own clients to the Seller as insurance.

6.3. The buyer is required to provide the Seller with information on the assigned claims and the debtor. In their message, the buyer is required to provide the Seller with all data the latter might need if forced to recover these claims. The buyer must also inform its debtor on the retention of title and on the cession of claims.

6.4. If the buyer is late in paying the obligations it has toward the Seller, they forfeit the right to all further sale of the goods to their clients.



6.5. If the goods, over which the Seller retain title get mixed up or re-manufactured with other products, the Seller obtains ownership over these new products or other products up to the value of the goods over which the Seller retained a title.

6.6. Until they acquire full ownership rights over the goods, the buyer is required to treat the goods, over which the Seller retains title, with due diligence, protecting them against potential damage or destruction.

7. FORCE MAJEURE

7.1. The Seller is not responsible for the partial fulfillment or the failure to fulfill its obligations if this is the result of unavoidable events, which the Seller was powerless to prevent or remedy (force majeure). The following events are examples of force majeure: fire, floods, earthquakes, rebellions, war or armed conflicts, terrorist attacks, outbreaks of diseases, power cuts, Internet outages, protests or other work interruptions due to administrative or other limitations or prohibitions, e.g. embargoes, seizures, caps on financial operations, transport limitations, a lack of material on the world markets, a reduction in energy supply and other barriers over which the Seller has no influence. A lack of material and services from the Seller's suppliers or companies that the Seller includes in the fulfilment of its contractual obligations is also considered an example of force majeure, as is their failure to supply goods and services to the Seller on time.

7.2. If the Seller is unable to fulfill its obligations for reasons from the previous paragraph, the Seller is required to immediately inform the buyer of this fact. In this case, the deadline for fulfilling the obligation is extended for the length of the force majeure events and its consequences. If the force majeure events last longer than three (3) months, the buyer and the Seller may immediately withdraw from the contract; without any liability or similar compensations.

8. WARRANTY AND FACTUAL DEFECTS

8.1. The Seller guarantees that all goods are manufactured in accordance with the specifications and global standards for these kinds of products. Unless explicitly agreed to the contrary, the Seller guarantees the perfect operation of its goods with an eighteen (18) month warranty period, starting on the day the goods were delivered to the buyer, or with a twelve (12) month warranty period, starting on the date on which the goods were installed or began being used. If control startup is required, the twelve (12) month warranty period officially starts on the day of the startup of the product except for certain elements for which the manufacturer does not provide a warranty.



8.2. The warranty does not cover:

- consumable parts for the goods;
- labor costs, travel expenses and lodgings for service personnel;
- costs linked to the assembly and disassembly of the goods;
- force majeure damages;
- parts added or changed by an unauthorized person;
- damages due to the incorrect use of the goods;
- damages incurred during transport or unloading.

8.3. The warranty is void in the following cases:

- If the goods are tampered with by an unauthorized person;
- If the goods are being used for purposes for which they were not designed or for purposes exceeding normal use;
- If the user does not take the Seller's or manufacturer's user instructions under advice;
- If potential installation or control startup is done by a third party, without the prior written agreement of the Seller, or if the control startup was not carried out.

8.4. The Buyer must inspect the goods immediately or as soon as possible. The buyer must inform the Seller of any defects immediately or no later than eight (8) days from the delivery date. In the event of hidden defects, the buyer must claim restitution immediately or no later than eight (8) days from the date on which they had discovered the defect. The Seller is not responsible for hidden defects that occur after six (6) months after the delivery date.

8.5. If they are claiming factual defects or the warranty, the buyer must enable the Seller to inspect the goods. To this end, the buyer must forward to the Seller all the necessary information and photographs of the defective goods. If the defect cannot be properly ascertained from the acquired information or photographs, the buyer must also send the Seller the defective goods.

8.6. In the event of a technical pickup of the goods, the buyer is required to claim restitution for the defect immediately, i.e. during the pickup.



9. LIMITATION OF LIABILITY

9.1. The Seller is not responsible for any damages that the buyer might incur as a result of the Seller's delays in performing its contractual obligations, especially due to incorrect or inaccurate data, specifications, projects or any other information provided by the buyer.

9.2. The Seller is not responsible for damage that is not directly connected to the goods, especially for loss of earnings, damage to the buyer's other items, damage due to malfunctioning equipment, a halt in production and/or other property or non-property damage incurred by the buyer.

9.3. In any case, the total and maximum responsibility of the Seller and of its partners, employees, managers and subcontractors is limited to the value of the goods that caused the loss event.

10. CONFIDENTIALITY

10.1 The Seller and buyer agree to treat all data connected to the contractual documents, as well as all other data resulting from the contractual relationship, as a business secret for at least five (5) years after the end or termination of the contractual relationship.

10.2. No party may reveal or use for any purpose the data from the previous paragraph, if it is not directly required to perform the rights and obligations inherent in the contract, without the prior written agreement of the other party.

10.3. The term business secret covers sketches, plans, calculations, instructions, lists, letters, notes, contractual documents and other data in materialized or non-materialized form.

11. RESOLUTION OF DISPUTES

11.1. The Seller and buyer agree to resolve all potential disagreements in an amicable way. If the dispute cannot be solved amicably within thirty (30) days following the notice on the questionable event, they will solve the disputes through the competent court in Maribor. In such a case, the laws of the Republic of Slovenia are solely applicable.



12. VALIDITY OF THE GENERAL TERMS AND CONDITIONS OF SALE

12.1. These General Terms and Conditions of Sale are valid in all cases unless the Seller and buyer explicitly agree otherwise beforehand.

12.2. Should any provision of these General Terms and Conditions prove to be null and void, this does not affect the other provisions herein. In such a case, the Seller and buyer will replace the null and void provision through a special written agreement with a new, valid provision that will contain the spirit of the original provision.

12.3. The Seller reserves the right to change the provisions of these General Terms and Conditions of Sale.

Privacy policy

1. MANAGED

Official name of the company: FUDICO Sistemi, d.o.o.

Head office: Ljubljanska cesta 89, 2327 Rače, Slovenija

2. USE, SCOPE AND PURPOSE OF KEEPING AND PROCESSING

Personal data is stored and processed for the purpose of maintaining customer contact, sending notifications and news via e-mail, sales promotion, customer profiling with the goal of tailor-made content and products to customers in e-mail and on websites. When sent emails, we record the impressions on the users' pages of received messages and clicks on the links in the received messages. For a better and more focused offer and customization of further messages, the recorded data is automatically processed, analyzed, profiled and evaluated. Based on the recorded data and profiles created, we do not carry out automated decision-making.

For the purpose of informing with e-mail, we keep:

- e-mail address,
- the name of the organization,
- name,
- surname,
- sex.

We collect personal information with explicit consent with the consent of individuals. We consent together with their content and the content of the form with which they were obtained.

Our personal information is used by our following sections:

- Sales,



- Marketing,
- Customer support,
- Management.

3. AMOUNT

We store personal data collections on the territory of the Republic of Slovenia and do not place them in other countries.

4. PERIOD OF KEEPING PERSONAL DATA

We keep the personal data of the individual until the consent for the storage and processing of individual data is revoked. After the cancellation of the consent of the individual, his personal data is immediately and effectively deleted.

If the above-described purposes, for which we store and process personal data, cease to exist in our company, the databases whose purpose has ceased to be immediately and efficiently and permanently deleted.

We store information about the received messages and clicks on the links in the received messages for 12 months after sending the message.

5. RIGHTS OF THE INDIVIDUAL

Every individual can ask for information at any time

- insight,
- correction,
- complete deletion,
- transfer to another provider of related services,
- interruption of processing and feeding; withdrawal of consent for processing and storage, without prejudice to the lawfulness of the processing which, on the basis of consent or consent, consent was carried out until its cancellation.

In the event that we would like to further process personal data in our company for the purpose other than the purpose for which the personal data were collected, we will provide individuals with information about this other purpose and any further relevant information, such as those given in this document.