

General Terms and Conditions – SICO d.o.o.

General

- 1.1 All offers, orders, deliveries, and services provided by SICO d.o.o. (Seller) must comply with these General Terms and Conditions unless expressly agreed otherwise in writing.
- 1.2 Agreement on specific details differently will not affect the validity of any other part of these terms.
- 1.3 Any deviating or conflicting terms from the Buyer will not apply or bind the Seller.

Order Confirmation

- 2.1 All offers, orders, and confirmations must be in writing. An order is confirmed when the Seller sends a confirmation.
- 2.2 Offers are valid for seven days unless otherwise specified.
- 2.3 The Buyer is responsible for all documentation and costs related to export and import procedures.
- 2.4 Technical information in catalogues is only valid if explicitly stated in the order confirmation.
- 2.5 All documentation and marketing materials remain the intellectual property of the Seller.

Transfer of Risk

- 3.1 Goods are sold EXW (Ex Works), Arja vas 104, 3301 Petrovče, per Incoterms 2010. Risk transfers to the Buyer once goods are made available.

Delivery Period

- 4.1 The delivery period begins once the Seller receives a 30% advance payment.
- 4.2 If the Buyer fails to accept the goods on the agreed date, the Seller may demand fulfilment or withdraw from the contract; all storage and insurance costs will be charged to the Buyer.
- 4.3 Delivery periods may be extended due to Force Majeure or unpredictable events.

4.4 The Buyer must collect the goods within two months of being notified they are ready; otherwise, storage fees apply.

Use and Maintenance

5.1 The Buyer must follow the provided Operating and Maintenance Instructions.

5.2 Failure to follow instructions results in the loss of warranty rights.

Occupational Health and Safety

6.1 The Buyer must ensure compliance with all health and safety regulations when handling supplied items.

Payment Terms

7.1 Standard terms: 30% at order confirmation, 70% before shipment. Prices are EXW.

7.2 The Seller reserves the right to adjust prices due to changes in labour, material, or distribution costs.

7.3 Payments must be made without deductions in the agreed currency.

7.4 The Buyer cannot withhold payments due to warranty or damage claims. Late payments incur statutory interest.

Termination Due to Buy Default

8.1 If the contract is terminated due to the Buyer's fault, the Seller is entitled to a penalty of 25% of the total amount plus compensation for actual damages.

Retention of Title

9.1 The Seller retains ownership of the goods until the Buyer has fulfilled all financial obligations.

9.2 The Buyer must handle the goods with care and maintain adequate insurance.

Warranty and Liability

10.1 The Seller provides a 12-month warranty from the delivery date.

10.2 The warranty excludes consumables, labor costs for repairs, and damage from Force Majeure or improper use.

10.3 The warranty is void if unauthorized persons tamper with the goods or instructions are ignored.

10.4 Defects must be reported within 8 days of delivery. The Seller is not liable for hidden defects after 6 months.

Force Majeure

11.1 The Seller is not liable for non-fulfillment caused by events beyond their control, such as fire, floods, strikes, or material shortages.

11.2 If Force Majeure lasts more than 3 months, either party may withdraw from the contract without penalty.

Arja vas, 3 January 2025

Sico d.o.o.

Marjan Volpe

General Manager



SICO d.o.o. Arja vas 104, SI-3301 Petrovče