

**SPLOŠNI POGOJI IN PRAVILA PRODAJE**

Ti splošni pogoji in pravila prodaje ("pogoji") urejajo prodajo izdelkov ("izdelki") in zagotavljanje storitev popravila in zamenjave za izdelke ali njihove dele ("storitve"), ki jih FANUC zagotavlja svoji stranki ("stranka"), v nadaljnjem besedilu skupaj imenovani »stranke« in posamezno "stranka". Ti pogoji so sestavni del vsake pogodbe ali naročila, sklenjenega med stranko in podjetjem FANUC.

Pogoji so priloženi ponudbam in potrditvam naročila, zato se šteje, da jih stranka pozna in jih sprejema, tudi s tihim ravnanjem ali obnašanjem, ne glede na to, ali obstaja izrecno pisno soglasje stranke.

**1. Definicije**

**1.1.** V teh pogojih imajo naslednji izrazi naslednje pomene, razen če kontekst zahteva drugače:

**1.1.1.** "Pogoji" - ti splošni pogoji in pravila prodaje

**1.1.2.** "Stranka" - stranka, ki je v potrditvi naročila navedena kot stranka

**1.1.3.** "Račun za dostavo" - račun, izdan na ali okoli datuma odpreme ali dostave blaga ali opravljene storitve, kot je ustrezno

**1.1.4.** "FANUC" je **FANUC Adria d.o.o.**

**1.1.5.** "Zajamčeni datum dostave" - datum, prikazan na potrditvi naročila, o katerem sta se stranka in FANUC ločeno pisno dogovorila

**STANDARD TERMS AND CONDITIONS OF SALE**

These standard Terms and Conditions (the "Conditions") govern the sale of products (the "Products") and the provision of repair and replacement services for Products or parts thereof (the "Services") provided by FANUC to its customer (the "Customer"), hereinafter collectively referred to as the "Parties" and individually as a "Party". These Conditions are an integral part of any contract or order formalized between the Customer and FANUC.

The Conditions are attached to the offers and order confirmations and are therefore deemed to be known and accepted by the Customer, including through tacit conduct or behaviour, regardless of whether there is express written acceptance by the Customer.

**1. Definitions**

**1.1.** In these Conditions, unless the context requires otherwise the following expressions shall have the following meanings:

**1.1.1.** "Conditions"- these standard Terms and Conditions of Sale

**1.1.2.** "Customer"- the Party named as the Customer in the Order Confirmation

**1.1.3.** "Delivery Invoice" - the invoice issued on or around the date of dispatch or delivery of the goods, as appropriate

**1.1.4.** "FANUC" being **FANUC Adria d.o.o.**

**1.1.5.** "Guaranteed Date of Delivery" - the date shown on the Order Confirmation agreed separately in writing by the Customer and FANUC

- 1.1.6.** "Potrditev naročila" – FANUC-ova uradna pisna potrditev naročila o prejemu naročila stranke
- 1.1.7.** "Izdelek" pomeni robote, stroje ali CNC sisteme znamke FANUC.
- 1.1.8.** "Prodaja izdelkov" – prodaja robotov, strojev in/ali CNC sistemov, laserskih sistemov in sistemov za avtomatizacijo
- 1.1.9.** "Rezervni deli" - prodaja strojne in programske opreme (razen prodaje izdelkov)
- 1.1.10.** "Programska oprema" - prodaja aplikacijske in systemske programske opreme
- 1.1.11.** Sklicevanje na "pogodbe" ali "pogodbo" je sklicevanje na pogodbo med stranko in FANUC, kot je določeno v potrditvi naročila, računu (za dobavljeno blago ali opravljeno storitev) in kot urejajo ti pogoji.

## **2. Veljavnost in sprejem**

- 2.1.** Vse podrobnosti v zvezi s prodajo izdelkov, programsko opremo in/ali rezervnimi deli bo FANUC določil v ponudbi v skladu s trenutnim stanjem zalog FANUC, ponudba pa se lahko ustrezno spreminja.
- 2.2.** Razen če ni bila predhodno umaknjena ali drugače navedena, vsaka ponudba za prodajo izdelkov, rezervnih delov in/ali programske opreme s strani FANUC ostane veljavna trideset (30) koledarskih dni po datumu izdaje.
- 2.3.** Pogodbe o prodaji izdelkov, programske opreme in/ali rezervnih delov postanejo veljavne in zavezujoče za FANUC šele, ko FANUC izda pisno potrdilo naročila.

- 1.1.6.** "Order Confirmation"- FANUC's official written order acknowledgement of the Customer's order
- 1.1.7.** "Product" – means Robots, Robomachines, or CNC Systems by FANUC.
- 1.1.8.** "Product Sales"- the sale of Robots, Robomachines, and/or CNC Systems, Laser Systems and Automation Systems
- 1.1.9.** "Spare Parts"- the sale of hardware and software (excluding Product Sales)
- 1.1.10.** "Software"- the sale of application and system software
- 1.1.11.** References to "Contract(s)" or "the Contract" are references to the contract between the Customer and FANUC, as set out in the Order Confirmation, Delivery Invoice and as governed by these Conditions

## **2. Validity and Acceptance**

- 2.1.** All details regarding the Product Sales, Software and/or Spare Parts shall be specified by FANUC in the offer in accordance with FANUC's current stock status and the offer may be revised by FANUC accordingly.
- 2.2.** Unless previously withdrawn or otherwise stated, any offer of Product Sales, Spare Parts and/or Software by FANUC remains valid for thirty (30) calendar days after the date of issue.
- 2.3.** Contracts for Product Sales, Software and/or Spare Parts only become valid and binding upon FANUC following the issuance by FANUC of a written Order Confirmation.

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| <p><b>2.4.</b> Pogodbe za nujne storitve, ki so opredeljene kot nepredvideno popravilo ali odpravljanje napak programske in/ali strojne opreme, postanejo veljavne in zavezujoče za FANUC šele z napotitvijo usposobljenega osebja na lokacijo, kjer naj bi se storitev izvedla.</p> <p><b>2.5.</b> Razen če je med stranko in FANUC-om pisno dogovorjeno, da pogodba postane zavezujoča za FANUC, kot je določeno v 2.2. in 2.3. zgoraj, se šteje, da je stranka sprejela te pogoje in se z njimi strinja. Stranka izjavlja, da je prebrala določila in jih izrecno sprejema s sprejemom ponudbe, ki jo je poslal FANUC.</p> <p><b>2.6.</b> Za sprejem sprememb obstoječih naročil je potrebna nova potrditev naročila. Vsaka klavzula, ki je dodatna ali nasprotna tistim, ki so vključene v te pogoje, se šteje za neveljavno, razen če jo FANUC izrecno sprejme kot prednostno (v pisni obliki).</p> <p><b>2.7.</b> FANUC-ova potrditev ali izpolnitev naročil, sprejetih v skladu s temi pogoji, ne predstavlja jamstva ali obveznosti za sprejem prihodnjih naročil stranke. FANUC si pridržuje pravico, da po lastni presoji in brez navedbe razloga zavrne katero koli naročilo. V takšnih primerih stranka nima pravice zahtevati odškodnine, vključno z izgubo dobička, niti ni upravičena do prekinitve teh pogojev ali pogodbe iz teh razlogov.</p> <p><b>2.8.</b> Naročila za izdelke, izdelane po meri v skladu z zahtevo stranke, ni mogoče preklicati in/ali spremeniti, niti delno, brez predhodnega pisnega soglasja FANUC.</p> <p><b>2.9.</b> Vsako zahtevo za preklic ali spremembo je treba sporočiti družbi FANUC najpozneje v petnajstih (15) delovnih</p> | <p><b>2.4.</b> Contracts for Emergency services, being defined as unplanned repair or rectification of Software and/or hardware, become valid and binding upon FANUC only through the dispatch of qualified personnel to the premises where the service is to be carried out.</p> <p><b>2.5.</b> Unless agreed in writing between the Customer and FANUC upon a Contract becoming binding upon FANUC as set out in 2.2. and 2.3. above, the Customer is deemed to have accepted these Conditions and agrees to be bound by them. The Customer declares that they have read the provisions and expressly accept them by accepting the offer sent by FANUC.</p> <p><b>2.6.</b> Acceptance of amendments to existing orders will require a new Order Confirmation. Any clause additional or contrary to those included in these Conditions shall be deemed invalid unless specifically accepted to have precedence (in writing) by FANUC.</p> <p><b>2.7.</b> FANUC's confirmation or fulfilment of orders accepted under these Conditions does not constitute a guarantee or obligation to accept future orders from the Customer. FANUC reserves the right to decline any order at its sole discretion and without providing a reason. In such cases, the Customer shall have no right to claim compensation, including for loss of profit, nor shall it be entitled to terminate these Conditions or the Contract on these grounds.</p> <p><b>2.8.</b> The Order for Products custom-made according to the Customer's request shall not be cancellable and/or modifiable, even partially, without the prior written consent of FANUC.</p> <p><b>2.9.</b> Any request for cancellation or modification must be communicated to FANUC no later than fifteen (15) working</p> |
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dneh po prejemu potrditve naročila. Po tem datumu, v primeru preklica ali spremembe količine ali vrste izdelka, veljajo pogoji, določeni v 20. členu tega dokumenta "Odpoved".

days from the receipt of the Order Confirmation. After this date, in case of cancellation or modification of quantity or type of product, the conditions specified in clause 20 of this document "Termination" shall apply.

### **3. Sklenitev pogodbe, preklic in spremembe**

**3.1.** Za vse prodajne pogodbe veljajo izključno ti pogoji in jih stranka ne more spremeniti brez pisnega soglasja FANUC-a.

**3.2.** Nobeni pogoji ali določila iz naročnikovih naročil, potrdil, sprejemov ali podobnih dokumentov ne bodo sestavni del pogodbe, stranka pa se odreka kakršni koli pravici, na katero bi se lahko sklicevala na takšne pogoje ali določila. Ti pogoji veljajo za pogodbo z izključitvijo vseh drugih pogojev, ki jih stranka želi uveljaviti ali vključiti, ali ki so implicitni po zakonu, trgovinskih običajih, praksi ali načinu poslovanja.

**3.3.** Vsaka določba ali del določbe teh pogojev, ki je ali bi lahko bila neveljavna ali neizvršljiva, se v obsegu takšne neveljavnosti ali neizvršljivosti šteje za ločljivo in ne vpliva na katero koli drugo določbo ali del določbe teh pogojev.

**3.4.** Stranka ne bo upravičena do preklica pogodbe v celoti ali delno, prav tako ne bo upravičena do zamude pri izvajanju svojih obveznosti po pogodbi brez pisnega soglasja družbe FANUC, ki bo dano samo pod pogoji, ki bodo družbi FANUC povrnili vse neposredne in posredne izgube, nastale v zvezi s takšnim preklicem ali zamudo.

### **3. Formation of Contract, Cancellation & Amendments**

**3.1.** All contracts of sale are exclusively subject to these Conditions and cannot be altered by the Customer without the written acceptance by FANUC.

**3.2.** No terms or conditions contained in the Customer's purchase order, acknowledgements, acceptances or similar documents will form part of the Contract and the Customer waives any right to which it might have to rely on such terms or conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**3.3.** Any provision or part of a provision of these Conditions, which is or may be void or unenforceable shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect any other provision or part of a provision of these Conditions.

**3.4.** The Customer will not be entitled to cancel the Contract in whole or in part thereof, nor will the Customer be entitled to delay in the performance of its obligations under the Contract without FANUC's written consent, which will only be given on terms which will indemnify FANUC against all direct and indirect losses arising in connection with such cancellation or delay.

- 3.5.** Če stranka prekliče naročilo v celoti ali delno, mora FANUC-u plačati polno vrednost dobavljenega, a neplačanega blaga in/ali storitev, poleg neposrednih stroškov, ki jih je FANUC razumno dokazal, da so nastali zaradi tega.
- 3.6.** Razen če ni drugače določeno v teh pogojih, so risbe, fotografije, specifikacije, dimenzije in teže, ki jih predloži FANUC, podane kot indikacija in jih je treba jemati samo kot približne ter niso del pogodbe, niti se ne smejo obravnavati kot izjave, da bo blago te vrste dobavljeno stranki.
- 3.7.** Stranka priznava pravico FANUC-a, da vsako naročilo, ki ga potrdi FANUC, obravnava kot preklicano po preteku šestih mesecev od datuma, ko je blago ali storitev na voljo stranki. V tem primeru veljajo zgoraj navedeni stroški odpovedi, ne glede na morebitne druge zneske, ki zapadejo po potrditvi naročila.
- 3.8.** Poleg tega si FANUC pridržuje pravico do odpovedi, odložitve ali drugačne zamude storitev in usposabljanja zaradi okoliščin, na katere nima vpliva. Stranka lahko zahteva spremembo naročila s predložitvijo pisne zahteve za spremembo naročila. Po prejemu bo FANUC zahtevo pregledal in podal pisni odgovor. Spremembe se lahkoodobrijo ob izrecnem pisnem soglasju FANUC-a. Če bo sprememba sprejeta, bo FANUC zagotovil ponudbo, vključno z delom, materiali, opremo in vsemi drugimi stroški, neposredno ali posredno povezanimi s spremembo. FANUC bo zagotovil posodobljen časovni načrt dostave ali projekta, ki bo odražal vpliv
- 3.5.** Should the Customer cancel an order in whole or in part, the Customer shall pay to FANUC the full value of delivered but unpaid goods and/or services, in addition to direct costs proven reasonably incurred by FANUC as a result.
- 3.6.** Except as otherwise provided in these Conditions, drawings, photographs, specifications, dimension and weights submitted by FANUC are given as an indication and must be taken as approximate only and do not form part of the Contract, nor shall they be treated as constituting a representation that goods of that type will be supplied to the Customer.
- 3.7.** The Customer acknowledges the right of FANUC to consider any Order confirmed by FANUC as cancelled after a period of six months has elapsed from the date when the goods or services are made available to the Customer. In such case, the aforementioned cancellation costs shall apply, notwithstanding any other amounts due under the Order Confirmation.
- 3.8.** In addition, FANUC reserves the right to cancel, postpone or otherwise delay services and training due to circumstances beyond its control. The Customer may request a change to an order by submitting a written Change Order Request. Upon receipt, FANUC will review the request and provide a written response. Changes may be granted upon FANUC's express written agreement. If accepted, FANUC will provide a quotation, including labour, materials, equipment, and any other expenses directly or indirectly associated with the change. FANUC will provide an updated delivery or project timeline reflecting the impact

spremembe. Vsaka zamuda, ki jo povzroči sprememba, bo dokumentirana, in vsak vpliv na datum dokončanja projekta bo upoštevan v oceni stroškov. Stranka se strinja, da bo družbi FANUC povrnila vse posredne stroške in izgube, nastale zaradi odobrene spremembe, vključno, vendar ne omejeno na, motnje pri načrtovanem delu, prerazporeditev virov, izgubo produktivnosti in dodatna prizadevanja za vodenje projekta in administracijo.

of the change. Any delays caused by the change will be documented, and any effect on the project completion date will be taken into consideration in the costs estimate.

The Customer agrees to compensate FANUC for any indirect costs and losses incurred due to the approved change, including but not limited to, disruption of scheduled work, reallocation of resources, loss of productivity and any additional project management and administrative efforts.

#### **4. Cena in nihanje cene**

- 4.1.** Vse navedene cene ne vključujejo veljavnega DDV ali drugih davkov, dajatev in stroškov, razen če ni drugače navedeno.
- 4.2.** FANUC ima pravico prilagoditi ceno zaradi kakršne koli zamude s strani stranke pri posredovanju informacij, potrebnih za dokončanje naročila, ali kakršne koli spremembe, ki jo stranka naredi v specifikacijah ali drugih informacij, posredovanih FANUC-u.
- 4.3.** Cene FANUC so v skladu z predloženo ponudbo ali na podlagi trenutnega cenika FANUC. Če FANUC soglaša z izstavitvijo računa v kateri koli drugi valuti, kot je navedeno v ponudbi, bo to po menjalnem tečaju, ki ga določi FANUC, in sicer razumno. FANUC si pridržuje pravico do prilagoditve ponudbe, če se promptni tečaj za določeno valuto spremeni za več kot 5 % od tečaja na datum ponudbe.
- 4.4.** Vse dodatke in dodatno opremo, naročeno, vendar ne navedeno v FANUC-ovi ponudbi, bo treba plačati posebej, prav tako stroške vseh testov, sprememb, dodatkov in drugih del, izvedenih na zahtevo stranke.

#### **4. Price and Variation of Price**

- 4.1.** All prices quoted are exclusive of any applicable VAT or any other taxes, duties and charges if not otherwise specified.
- 4.2.** FANUC shall be entitled to adjust the price to take account of any delay on the part of the Customer in supplying information required to complete the order; or of any alteration made by the Customer to specifications or other information supplied to FANUC.
- 4.3.** FANUC's prices are as per the quotation supplied or based on FANUC's current price list. If FANUC agrees to invoice in any other currency than as quoted, it shall be at an exchange rate determined by FANUC, acting reasonably. FANUC reserves the right to adjust the quotation if the spot rate, for the specified currency, changes by more than 5% from the rate on the date of the quotation.
- 4.4.** All extras and accessories ordered but not specified in FANUC's quotation will be charged for separately as will the costs of all tests, alterations, additions and other work undertaken at the Customer's request.

**5. Izstavljanje računov in plačilo**

**5.1.** Ob upoštevanju FANUC-ove odobritve kreditne ocene stranke je treba polno plačilo vseh fakturiranih postavk opraviti v valuti računa in ga mora FANUC prejeti v tridesetih (30) koledarskih dneh od datuma računa, razen če gre za predračun ali je drugače določeno v FANUC-ovi ponudbi, potrditvi naročila ali izrecno dogovorjeno s FANUC-om v pisni obliki. Plačilo se šteje za dokončano šele, ko FANUC prejme celoten znesek.

**5.2.** Stranka se strinja, da so vsi računi izdani na naslednji podlagi, razen če ni drugače določeno v FANUC-ovi ponudbi ali potrditvi naročila ali izrecno dogovorjeno s FANUC-om v pisni obliki:

**5.2.1.** Za prodajo izdelkov:

**5.2.1.1.** 30 % cene potrditve naročila, ki se zaračuna po oddaji naročila in plača v sedmih (7) koledarskih dneh od datuma računa;

**5.2.1.2.** 70 % cene potrditve naročila, ki se zaračuna ob odpremi blaga in plača v tridesetih (30) koledarskih dneh od datuma računa;

**5.2.1.3.** Fakteure za avtomatizacijo in systemske projekte se dogovorijo ob ponudbi.

**5.2.2.** Za rezervne dele, usposabljanje in servis:

**5.2.2.1.** 100 % celotno plačilo, ki se zaračuna ob odpremi blaga ali izvedbi

**5. Invoicing and Payment**

**5.1.** Subject to FANUC's approval of the Customer's credit rating, full payment of all invoiced items shall be made in the invoice currency and must be received by FANUC within thirty (30) calendar days from the invoice date, unless for a deposit invoice or otherwise specified within FANUC's quotation, Order Confirmation or otherwise expressly agreed by FANUC in writing. Payment is considered complete only once FANUC has received the full amount.

**5.2.** The Customer accepts that all invoices are issued on the following basis, unless otherwise specified within FANUC's quotation or Order Confirmation or otherwise expressly agreed by FANUC in writing:

**5.2.1.** For Product Sales:

**5.2.1.1.** 30% of the Order Confirmation price to be invoiced following placement of the order and payable within seven (7) calendar days from invoice date;

**5.2.1.2.** 70% of the Order Confirmation price to be invoiced on dispatch of the goods and payable within thirty (30) calendar days from invoice date;

**5.2.1.3.** Invoice stages for automation and system projects are to be agreed upon at the time of quotation.

**5.2.2.** For Spare Parts, Training and Service:

**5.2.2.1.** 100%, full payment, to be invoiced on dispatch of the goods or



usposabljanja ali storitve, kar nastopi prej.

provision of the training or service, whichever occurs first.

**5.3.** V primeru, da stranka ne opravi plačila za blago ali storitev ali ne prevzame nobenega blaga ali stori kakršno koli drugo kršitev pogodbe, potem vsi neporavnani zneski v zvezi z blagom in storitvami zapadejo v plačilo in jih je treba plačati takoj, FANUC pa lahko po lastni presoji in popolnoma brez poseganja v katere koli druge pravice in pravna sredstva, ki jih ima, stori naslednje:

**5.3.1.** Zaračuna obresti stranki po referenčni obrestni meri Evropske centralne banke plus 10 % za čas, ki velja od datuma zapadlosti zadavnega plačila do datuma dejanskega plačila;

**5.3.2.** začasno ustavi prihodnje dobave blaga stranki v skladu z zadevno pogodbo ali v skladu s katero koli drugo pogodbo in/ali prekine katero koli takšno pogodbo(-e) brez kakršne koli odgovornosti družbe FANUC;

**5.3.3.** Umakne kreditne pogoje za prihodnja naročila brez odgovornosti FANUC-a.

**5.3.4.** Poleg obresti, zaračunanih v skladu s klavzulo 5.3.1., si FANUC pridržuje pravico, da naloži pogodbeno kazen v višini 0,5 % za vsak začetni dan zamude s plačilom morebitnih zapadlih zneskov za blago in storitve, dokler plačilo ni opravljeno v celoti. Ta kazen služi kot kazen za zamudo pri plačilu in ne posega v pravico družbe FANUC, da ustavi vse pogodbeno dogovorjene dobave blaga in

**5.3.** In the event that the Customer fails to make payment for goods or services, or fails to take delivery of any of the goods, or commits any other breach of Contract, then all sums outstanding in respect of goods and services shall become due and payable immediately and FANUC, in their absolute discretion and entirely without prejudice to any other rights and remedies they may have, may:

**5.3.1.** Charge interest to the Customer at the interest reference rate of the European Central Bank plus 10% for the time being prevailing from the date when payment in question becomes due to the date of actual payment;

**5.3.2.** Suspend future deliveries of goods to the Customer under the Contract in question or under any other Contract and/or terminate any such Contract(s) without any liability upon FANUC; and

**5.3.3.** Withdraw credit facilities for future orders without liability upon FANUC.

**5.3.4.** In addition to the interest charged under clause 5.3.1., FANUC reserves the right to impose a contractual fine in the amount of 0.5% for every commenced day of default with payment of any due amounts for Goods and Services until payment is made in full. This fine serves as a penalty for late payment and is without prejudice to FANUC's right to



storitev, enostransko spremeni plačilne pogoje ali odstopi od veljavnih pogodb brez kakršne koli finančne ali druge odgovornosti. Ta ukrep ne vpliva na pravico družbe FANUC, da zahteva odškodnino za škodo, nastalo zaradi nepopolnih plačil.

halt all contracted deliveries of Goods and Services, unilaterally modify payment terms, or withdraw from valid contracts without any financial or other liability. This action does not affect FANUC's right to seek compensation for damages arising from incomplete payments.

**5.4.** Če je potrebno kreditiranje, mora stranka predložiti zadostne finančne informacije, da FANUC lahko oceni in določi kreditno omejitev. Stalne kreditne zmogljivosti so predmet pregleda finančnih informacij, pridobljenih prek kreditnih referenčnih agencij, in spoštovanja plačilnih pogojev ter se lahko zmanjšajo ali umaknejo brez uradnega obvestila.

**5.4.** If credit is required, the Customer shall supply sufficient financial information for FANUC to evaluate and assign a credit limit. Ongoing credit facilities are subject to review of financial information obtained through credit reference agencies and payment terms being adhered to, and can be reduced or withdrawn without formal notification.

**5.5.** Plačila se morajo izvesti z bančnim nakazilom, brez kakršnih koli odbitkov, ne glede na to, ali nastanejo, bodisi v Sloveniji ali po svetu, za pobot ali nasprotno terjatev in brez bančnih stroškov na banki, ki jo določi FANUC.

**5.5.** Payments shall be made, via bank transfer, without any deduction whatsoever, howsoever arising, whether in Slovenia or worldwide, for set-off or counterclaim and free and clear of bank charges at the bank specified by FANUC.

**5.6.** Plačila opravljena z zastopnikom, predstavnikom ali komercialnim pomožnim podjetjem, se ne štejejo za izpolnitev plačilne obveznosti stranke. Stranka pod nobenim pogojem ne bo mogla začasno ustaviti in/ali odložiti plačila cene, tudi v primeru sporov ali zahtevkov glede morebitnih napak ali napak na dostavljenem blagu.

**5.6.** Payments made to Agents, representatives, or commercial auxiliaries are not considered as fulfilling the Customer's payment obligation. Under no circumstances will the Customer be able to suspend and/or delay payment of the price, even in the case of disputes or claims regarding potential defects or faults in the delivered goods.

**5.7.** Pogoji izdajanja računov in plačila, določeni v tem členu 5, ne smejo biti odloženi zaradi kakršne koli zahteve stranke za preložitve dostave izdelkov ali storitev.

**5.7.** The terms of invoicing and payment set out in this clause 5 shall not be delayed by any request from the Customer to postpone delivery of the products or services.

## **6. Dostava**

## **6. Delivery**

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| <p><b>6.1.</b> Razen če ni drugače določeno v FANUC-ovi potrditvi naročila, bo prodaja izdelkov dostavljena DAP (dostavljeno na kraj) v skladu z INCOTERMS 2020. Stroški prevoza bodo dodani računu, razen če ni drugače dogovorjeno pisno s FANUC-om.</p> <p><b>6.2.</b> Obdobje dobave blaga ureja potrditev naročila in se začne na datum potrditve naročila, pod pogojem, da so bile vse specifikacije pred tem datumom dane družbi FANUC. Pravočasna dobava je pogojena s pravočasnim prejemom vseh dokumentov, ki jih mora predložiti stranka, potrebnih licenc in dovoljenj, pravočasnim pojasnjevanjem in odobritvami načrtov ter spoštovanjem dogovorjenih plačilnih pogojev in drugih obveznosti.</p> <p><b>6.3.</b> Če zgoraj navedeni pogoji za dobavo blaga ali storitev niso izpolnjeni, se rok za dobavo ustrezno podaljša. Če je dobava zamujena iz razlogov, za katere je odgovorna stranka, se dobava šteje za pravočasno, če je bilo obvestilo o pripravljenosti blaga za odpremo dano v dogovorjenem roku. Stranka bo družbi FANUC povrnila vso škodo, ki bi jo lahko družbi FANUC povzročila zamuda pri dostavi.</p> <p><b>6.4.</b> Vsak dogovorjeni rok za dokončanje dobave je zavezujoč samo v obsegu, v katerem je to izrecno določeno in sprejeto s strani obeh strank v pisni obliki.</p> <p><b>6.5.</b> Razen če FANUC izrecno ne določi drugače v pisni obliki, so roki dobave podana zgolj okvirno. FANUC ne odgovarja za kakršne koli stroške ali kazni, ki jih je utrpela stranka, ali izgubo prihodkov zaradi zamude pri proizvodnji, odpremi ali dobavi.</p> | <p><b>6.1.</b> Unless otherwise specified in FANUC's Order Confirmation, Product Sales shall be delivered DAP (Delivered at Place) in accordance with INCOTERMS 2020. Transportation costs will be added to the invoice, unless otherwise agreed upon in writing by FANUC.</p> <p><b>6.2.</b> The period of delivery of goods shall be governed by the Order Confirmation and shall begin on the date of the Order Confirmation, provided that all specifications have been given to FANUC prior to that date. Timely supply is conditional upon timely receipt of all documents required to be furnished by the Customer, necessary licenses and releases, timely clarification and approvals of plans and observance of the terms of payment agreed upon and other obligations.</p> <p><b>6.3.</b> If the aforementioned conditions for the delivery of goods or services are not met, the period allowed for supply shall be extended accordingly. If delivery is delayed for reasons for which the Customer is responsible, supply shall be deemed timely if notice that goods are ready for shipment has been given within the agreed period. The Customer shall indemnify FANUC for any damages that the delayed delivery may cause to FANUC.</p> <p><b>6.4.</b> Any agreed upon time for completion of delivery shall be binding only to the extent that this has been expressly stipulated and accepted by both Parties in writing.</p> <p><b>6.5.</b> Unless the contrary is expressly stipulated by FANUC in writing, periods for supply of deliveries are given as purely indicative. FANUC shall not be liable for any costs or penalties incurred or loss of revenues experienced by the</p> |
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**6.6.** Razen če FANUC ne določi drugače, bo dobava naročenega blaga izvedena v eni pošiljki z uporabo standardne embalaže FANUC. Vendar pa se lahko na željo stranke, dogovorijo za alternativne možnosti pakiranja in razdeljene (delne) dobave. Vsi dodatni stroški, povezani z embalažo in pošiljanjem, bodo zaračunani na račun stranke, razen če FANUC pisno ne določi drugače.

**6.7.** Dobava se šteje za dokončano, če v štirinajstih (14) dneh po prejemu blaga ni prijavljenih neskladnosti.

**6.8.** Za blago, ki ga stranka ne prevzame v šestdesetih (60) dneh po obvestilu o razpoložljivosti, se zaračunajo stroški skladiščenja v višini 2 % vrednosti blaga na mesec.

**6.9.** Vsakršne spremembe ali prilagoditve predmetov, količin, konfiguracij, embalaže ali načina dobave, navedenih v potrditvi naročila, lahko povzročijo zamudo pri dobavi naročenega blaga, kar pa ne pomeni nobene odgovornosti družbe FANUC. Zaračunajo se lahko tudi dodatni stroški.

**6.10.** FANUC ne prevzema odgovornosti za zamude pri dobavi, ki nastanejo izven nadzora FANUC (vključno, vendar ne omejeno na situacije, kot so motnje v carinskih postopkih in epidemične bolezni, opisane kot epidemije in/ali pandemije).

**6.11.** V primeru prodaje izdelkov ali njihovih sestavnih delov, če stranka ne prevzame fizične dobave na datum, naveden v potrditvi naročila ali kako drugače dogovorjen med stranko in družbo FANUC, si družba FANUC pridržuje pravico, da po lastni presoji in

Customer due to delay in manufacturing, dispatch or delivery.

**6.6.** Unless otherwise specified by FANUC, delivery of the ordered goods will be completed in a single shipment using FANUC's standard packaging. However, alternative packaging options and split deliveries may be arranged at the Customer's request. Any additional costs related to packaging and shipping will be charged to the Customer's account, unless otherwise agreed in writing by FANUC.

**6.7.** Delivery is deemed complete if no discrepancies are reported within fourteen (14) days of receipt of the Goods.

**6.8.** Goods not collected by the Customer within sixty (60) days of notification of availability shall be subject to storage charges amounting to 2% of the value of the Goods per month.

**6.9.** Any amendments or changes to the items, quantities, configurations, packaging or method of delivery specified in the Order Confirmation may result in a delay in the delivery of the goods ordered, which shall not result in any liability upon FANUC. Additional charges may also apply.

**6.10.** FANUC accepts no responsibility for delays in delivery that occur beyond the control of FANUC (including, but not limited to, situations such as disruptions in customs procedures and epidemic diseases described as epidemics and/or pandemics).

**6.11.** In the case of Product Sales or components thereof, if the Customer does not take physical delivery on the date specified in the Order Confirmation or as otherwise agreed between the Customer and FANUC, FANUC reserves the right, at its sole discretion and

popolnoma na tveganje in stroške stranke bodisi pošlje blago stranki ali poskrbi za njegovo skladiščenje. Vsako takšno skladiščenje blaga bo zaračunano stranki in plačano s strani stranke, vključno s stroški za potrebna in industrijska standardna zavarovanja. Mehanizem in način shranjevanja bosta v popolni presoji družbe FANUC in bo odražal razumne stroške skladiščenja.

**6.12.** FANUC ne prevzema odgovornosti za nedostavo ali poškodbe med prevozom, razen v primeru blaga, ki je prodano z oznako »DOSTAVLJENO«, v tem primeru bo odgovornost FANUC-a omejena na zamenjavo ali popravilo manjkajočega ali poškodovanega blaga ali, po izbiri FANUC-a, vračilo kupnine.

**6.13.** Če FANUC stranki pisno zagotovi zjamčeni datum dostave, noben zahtevek stranke za nedobavo ni veljaven, razen če je FANUC obveščen v sedmih (7) koledarskih dneh po zjamčenem datumu dostave. Če stranka ne obvesti FANUC v tem 7-dnevnom roku, se šteje, da je FANUC blago dostavil, kot je bilo dogovorjeno, in s tem je stranka izključena iz vložitve kakršnega koli zahtevka, ki izhaja iz nedostave, po izteku 7-dnevnega obdobja, določenega v tej klavzuli 6.13.

**6.14.** V vseh drugih okoliščinah, kjer FANUC stranki pisno ne zagotovi zjamčenega datuma dostave, noben zahtevek stranke za nedobavo ni veljaven, razen če je FANUC obveščen v sedmih (7) koledarskih dneh po datumu izstavljenega računa za dostavo. Če stranka ne obvesti družbe FANUC v tem 7-dnevnom roku, se šteje, da je FANUC blago dostavil pravočasno, in s tem je stranka izključena iz vložitve kakršnega

entirely at the Customer's risk and expense, to either dispatch the goods to the Customer or arrange for their storage. Any such storage of the goods will be invoiced to and paid for by the Customer including the costs for necessary and industrial standard insurances. The mechanism and manner of storage will be at the full discretion of FANUC and shall reflect the reasonable costs of storage.

**6.12.** FANUC accepts no liability for non-delivery or damage in transit, except in the case of goods sold "DELIVERED" and in such case FANUC's responsibility will be limited to replacing or repairing the missing or damaged goods or, at FANUC's option, refunding the purchase price.

**6.13.** Where FANUC provides a Guaranteed Date of Delivery in writing to the Customer, no claim by the Customer for any non-delivery shall be valid unless FANUC is notified within seven (7) calendar days after the guaranteed date of delivery. If the Customer fails to notify FANUC within this 7-day period, FANUC shall be deemed to have delivered the Goods as agreed and the Customer is barred from bringing any claim, howsoever arising from the non-delivery, after the expiry of the 7-day period set out in this clause 6.13.

**6.14.** In all other circumstances where FANUC does not provide a Guaranteed Date of Delivery in writing to the Customer, no claim by the Customer for any non-delivery shall be valid unless FANUC is notified within seven (7) calendar days after the date of the Delivery Invoice. If the Customer fails to notify FANUC within this 7-day period, FANUC shall be deemed to have delivered the Goods in due time and the Customer is barred

koli zahtevka, ki izhaja iz nedostave, po izteku 7-dnevnega obdobja, določenega v tej klavzuli 6.14.

**6.15.** Blago, poškodovano med prevozom, je treba prijaviti družbi FANUC tako, da podpišete dobavnico in dodate opombo »POŠKODOVANO OB PRIHODU« ter jo vrnete družbi FANUC, da jo FANUC prejme v petih (5) koledarskih dneh po dostavi. Dobavnice, poslane po elektronski pošti, se štejejo za prejete ob pošiljanju, pod pogojem, da po pošti sledi tiskana kopija. Vsako poškodovano blago je treba obdržati (vključno z ovoji, kartoni ali drugo embalažo) za pregled.

**6.16.** Stranka je odgovorna za pravilno odlaganje vseh materialov, uporabljenih pri pakiranju, zaščiti in prevozu vseh izdelkov, ki jih FANUC dobavi stranki.

## **7. Sprejem s strani stranke**

**7.1.** Stranka mora blago takoj po dostavi pregledati, ali je v skladu z naročilom in ali ima kakršne koli napake. Če stranka v sedmih (7) koledarskih dneh od dostave pisno ne obvesti FANUC-a, da blago ni v skladu s potrditvijo naročila ali da ima kakšne napake, se šteje, da je stranka blago sprejela in potrdila, da so izdelki brez napak.

**7.2.** Če stranka v roku, navedenem v klavzuli 7.1, obvesti FANUC, da blago ni v skladu s potrditvijo naročila, mora zagotoviti dovolj podrobnosti o neskladnosti in FANUC-u omogočiti priložnost, da blago pregleda in popravi. Ko FANUC to stori v zadovoljstvo stranke – to zadovoljstvo

from bringing any claim, howsoever arising from the non-delivery, after the expiry of the 7-day period set out in this clause 6.14.

**6.15.** Goods damaged in transit must be reported to FANUC by signing the delivery note "DAMAGED ON ARRIVAL" and returning it to FANUC so as to be received by FANUC within five (5) calendar days of delivery. Delivery notes sent by e-mail shall be deemed to have been received on transmission provided that a hard copy follows in the post. Any damaged Goods must be retained (including wrappings, cartons, or other packaging) for inspection.

**6.16.** The Customer is responsible for the proper disposal of all materials used in packing, protecting and transporting all products supplied by FANUC to the Customer.

## **7. Acceptance by the Customer**

**7.1.** The Customer must inspect the goods immediately after delivery to verify whether they are in conformity with the Order and whether they do present any defects. If the Customer does not notify FANUC, in writing, within seven (7) calendar days of delivery that the goods do not conform to the Order Confirmation or that they have any defects, they shall be deemed to have accepted the goods and to have acknowledged that the products are without defect.

**7.2.** If the Customer notifies FANUC within the time limit stated in clause 7.1 that the goods do not conform to the Order Confirmation, the Customer shall provide sufficient details of the non-conformance and allow FANUC a reasonable opportunity to inspect and

se meri glede na objektivni standard (standard razumne stranke) za dostavljeno blago – se šteje, da je stranka blago sprejela.

- 7.3.** Stranka ne more vložiti ali zahtevati odškodnine od družbe FANUC za kakršne koli zamude pri popravilu ali zamenjavi blaga. Če so zahtevki neutemeljeni, je FANUC upravičen do povračila stroškov, ki so nastali pri upravljanju zahtevka in izvajanju pregledov v prostorih stranke.

## **8. Garancija**

- 8.1.** FANUC jamči, da izdelek, bodo izvedena vzdrževanja in dela brez napak v izdelavi v obdobju dvanajstih (12) mesecev od datuma dostave.
- 8.2.** Stranko spodbujamo, da registrira izdelek v prvih dvanajstih (12) mesecih od datuma dostave na "<https://portal.fanuc.eu/>" da prejme dodatno 12-mesečno garancijo. Če izdelka ne registrirate v prvih dvanajstih (12) mesecih od datuma dostave, bo garancijsko obdobje omejeno na obdobje, navedeno v členu 8.1 zgoraj.
- 8.3.** Stranko spodbujamo, da opravi vsa popravila in storitve pri FANUC v začetnem 12-mesečnem garancijskem obdobju, omenjenem v klavzuli 8.1.
- 8.4.** Vs a popravila, ki so potrebna med dodatnim garancijskim obdobjem (člen 8.2), mora izvesti izključno FANUC, da se ohrani garancija pri FANUC. FANUC nima nobenih garancijskih obveznosti v zvezi z napakami ali neposredno ali posredno škodo, ki je posledica sprememb ali popravil, ki jih izvede stranka ali katera koli tretja oseba. V

rectify the goods. Upon FANUC doing so to the Customer's reasonable satisfaction—such satisfaction being measured against an objective standard (that of a reasonable Customer) for the goods delivered—the goods shall be deemed accepted by the Customer.

- 7.3.** No damages may be filed or claimed against FANUC for any delays in repair or replacement by the Customer. If claims are unfounded, FANUC is entitled to reimbursement for the costs incurred in managing the claim and performing checks at the Customer's premises.

## **8. Warranty**

- 8.1.** FANUC warrants that the Product, maintenance and works carried out shall be free from any defects in workmanship for a period of twelve (12) months, from the date of delivery.
- 8.2.** The Customer is encouraged to register the Product, within the initial twelve (12) months from date of delivery, at "<https://portal.fanuc.eu/>" to receive an additional 12-month warranty. Failure to register the Product within the first twelve (12) months from date of delivery, will limit the warranty period to the period stated in clause 8.1 above.
- 8.3.** The Customer is encouraged to perform all repairs and services with FANUC during the initial 12-month warranty period mentioned in clause 8.1.
- 8.4.** Any and all repairs required during the additional warranty period, (clause 8.2), must be carried out exclusively by FANUC to maintain the warranty with FANUC. FANUC shall have no warranty obligations with respect to defects or direct or indirect damages resulting from alterations or from repairs carried out by the Customer or any other third



- primeru namestitve s strani stranke ali tretje osebe mora stranka predložiti dokazilo, da je del, ki je predmet garancije, med normalnim delovanjem odpovedal.
- 8.5.** FANUC si pridržuje pravico do razveljavitve garancije za izdelek, če stranka ali katera koli tretja oseba, ki je ni pooblastila FANUC, izvede nepooblaščen popravila ali posege ali če je izdelek opremljen z neoriginalnimi nadomestnimi deli, dodatki ali dodatno opremo.
- 8.6.** Družba FANUC do stranke ne prevzema nikakršne pogodbene odgovornosti, odškodninske odgovornosti, malomarnosti ali kako drugače v zvezi z izdelki, ki jih ni proizvedel FANUC, razen v obsegu, v katerem garancija proizvajalca za takšne izdelke, ki jih ni izdelal FANUC, omogoča FANUC, da prenese garancijo proizvajalca na stranko. Zamenjava izdelkov, ki jih ne proizvaja FANUC, zunaj Evrope, bo izvedena samo prek stranke na njenem evropskem registriranem naslovu.
- 8.7.** Če stranka zamudi z dostavo po datumu, navedenem na potrditvi naročila ali kot je drugače dogovorjeno med strankama, se garancijski rok za vse izdelke sorazmerno skrajša.
- 8.8.** Skupna odgovornost družbe FANUC v okviru te garancije, ne glede na to, ali gre za pogodbo, odškodninsko odgovornost (vključno z malomarnostjo), kršitev zakonske dolžnosti ali drugače, je omejena na zamenjavo ali popravilo okvarjenega izdelka ali dela, kot določi FANUC. FANUC v nobenem primeru ne bo odgovoren za posredno, naključno, kaznovalno, posebno ali posledično škodo, vključno, vendar ne omejeno na
- party. In case of installation by the customer or a third party, the Customer shall provide proof that the part subject to warranty failed in the course of normal operation.
- 8.5.** FANUC reserves the right to invalidate the Product warranty if any unauthorized repairs or interventions are performed by the Customer or any third party not authorized by FANUC or if the Product is fitted with non-original spare parts, extras, or accessories.
- 8.6.** FANUC shall have no liability, whether in contract, tort, negligence, or otherwise, to the Customer concerning non-FANUC manufactured products, except to the extent that the manufacturer's warranty for such non-FANUC products allows FANUC to transfer the manufacturer's warranty to the Customer. Replacement of non-FANUC manufactured products outside Europe will only be carried out through the Customer at its European registered address.
- 8.7.** If the Customer delays delivery after the date specified on the Order Confirmation or as otherwise agreed between the Parties, then the warranty period for all products shall be reduced on a pro-rata basis.
- 8.8.** FANUC's total liability under this warranty, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the replacement or repair of the defective product or part, as determined by FANUC. Under no circumstances will FANUC be liable for indirect, incidental, punitive, special, or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use, loss of production,



- izgubo dobička, izgubo prihodkov, izgubo uporabe, izgubo proizvodnje ali stroške nadomestnih delov, ne glede na to, ali je bila taka škoda predvidljiva ali ne.
- 8.9.** Ta garancija ne krije škode, ki jo povzroči napačna uporaba, nepravilna namestitvev, čezmerna obraba, pomanjkanje ustreznega vzdrževanja, neupoštevanje navodil za uporabo FANUC ali zunanji vzroki, kot so nesreče, okoljske razmere ali dogodki višje sile (vključno z naravnimi nesrečami, vojno, terorizmom, stavkami ali vladnimi ukrepi, vendar ne omejeno nanje).
- 8.10.** Razen če je izrecno določeno v tej pogodbi, FANUC zavrača vsa druga jamstva, pogoje ali izjave (bodisi izrecne, implicitne, ustne ali pisne) v zvezi z izdelkom, vključno z vsemi implicitnimi jamstvi ali pogoji o prodaji, primernosti za določen namen ali nekršitve, v obsegu, ki ga dovoljuje zakon.
- 8.11.** Za uveljavljanje garancijske storitve mora stranka pisno obvestiti FANUC o napaki v okviru veljavnega garancijskega obdobja in zagotoviti dovolj podrobnosti o težavi, vključno z ustreznimi informacijami o izdelku in nakupnimi zapisi. FANUC bo po lastni presoji ocenil zahtevek in določil, ali izdelek izpolnjuje pogoje za popravilo ali zamenjavo v okviru te garancije. Stranka bo morda morala vrniti okvarjen izdelek FANUC na lastne stroške.
- 8.12.** V primeru, da je treba izdelek vrniti FANUC za popravilo ali zamenjavo v okviru te garancije, bo stranka odgovorna za pravilno čiščenje, pakiranje in pošiljanje izdelka v FANUC-
- or costs of substitute goods, whether such damages were foreseeable or not.
- 8.9.** This warranty shall not cover damages caused by misuse, improper installation, excessive wear and tear, lack of proper maintenance, failure to follow FANUC's operating instructions, or external causes such as accidents, environmental conditions, or force majeure events (including but not limited to natural disasters, war, terrorism, strikes, or governmental actions).
- 8.10.** Except as expressly set forth in this agreement, FANUC disclaims any and all other warranties, conditions, or representations (whether express, implied, oral, or written) with respect to the Product, including any implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement, to the extent permitted by law.
- 8.11.** In order to claim warranty service, the Customer must notify FANUC in writing of the defect within the applicable warranty period and provide sufficient details about the issue, including relevant product information and purchase records. FANUC shall, at its discretion, assess the claim and determine whether the product qualifies for repair or replacement under this warranty. The Customer may be required to return the defective product to FANUC at the Customer's expense.
- 8.12.** In the event that the product needs to be returned to FANUC for repair or replacement under this warranty, the Customer shall be responsible for properly cleaning, packaging and

ov določeni servisni center na stroške stranke. FANUC bo nosil stroške povratne pošiljke popravljenih ali zamenjanih izdelkov stranki.

- 8.13.** Po izteku veljavnega garancijskega obdobja ali, kot je navedeno zgoraj v klavzuli 8.1, obdobja obvestila, FANUC ne bo imel nobenih nadaljnjih obveznosti ali odgovornosti glede kakršnih koli napak ali neskladnosti izdelka, in kakršna koli popravila ali zamenjave, ki bodo potrebne po tem, bodo predmet takrat veljavnih storitvenih stopenj in stroškov FANUC.

## **9. Vračila izdelkov in nadomestni deli, ki jih je mogoče popraviti**

- 9.1.** FANUC zavrača kakršno koli obveznost sprejemanja vračil za izdelke, ki jih ne proizvaja FANUC. FANUC bo analiziral zahteve za vračila izdelkov, ki jih ni izdelal FANUC, in če bodo sprejeti (takšen sprejem je v celoti v lasti FANUC), bo zaračunana pristojbina za obnavljanje zalog.
- 9.2.** Pri nakupu nadomestnega dela lahko stranka vrne pokvarjen del in, če je upravičena, je upravičena do spodaj navedenega dobroimetja, vključno z morebitnimi veljavnimi popusti, če je vrnjeni del mogoče popraviti ali predelati pri FANUC. FANUC bo svetoval, kateri nadomestni deli so upravičeni do tega dobroimetja. Da bi bil upravičen do vračila, mora FANUC okvarjeni del prejeti v desetih (10) koledarskih dneh po dostavi na novo kupljenega dela. FANUC se lahko po lastni presoji strinja z dobavami po tem roku, v tem primeru pa si FANUC pridržuje pravico do znižanja menjalnega dobroimetja za 5 % vsak teden zamude pri pošiljanju okvarjenega dela. Morebitna veljavna dobroimetja

shipping the product to FANUC's designated service centre at the Customer's cost. FANUC shall bear the cost of return shipping of repaired or replaced products to the Customer.

- 8.13.** Upon expiration of the applicable warranty period, or, as the case may be, the notification period set forth here-above in clause 8.1, FANUC shall have no further obligations or liabilities in respect of any defects or non-conformance of the Product, and any repairs or replacements required thereafter will be subject to FANUC's then-current service rates and charges.

## **9. Product Returns and Repairable Spare Parts**

- 9.1.** FANUC declines any obligation to accept returns for non-FANUC manufactured products. Requests for returns of non-FANUC manufactured products thereof will be analysed by FANUC, and if accepted (such acceptance being entirely at FANUC's discretion), a restocking fee shall apply.
- 9.2.** When purchasing a spare part, the Customer may return a defective part, and if eligible shall be entitled to the credit set out below, including any applicable discounts, should the returned part be repairable or remanufactured by FANUC. FANUC shall advise which Spare Parts are eligible for this credit. In order to qualify for the return credit, FANUC must receive the defective part within ten (10) calendar days after delivery of the newly purchased part. FANUC may at its own discretion agree to deliveries after this deadline, in which case FANUC reserves the right to reduce the exchange credit by 5% each week of delay in sending back the defective part. Any credits

bodo izdani stranki, ko bo na novo kupljeni del v celoti plačan.

**9.2.1.** Vsi motorji so upravičeni do dobroimetja v višini 20% cene, plačane za novo kupljeni del.

**9.2.2.** Vsi ostali upravičeni deli so upravičeni do dobroimetja v višini 30 % cene, plačane za novo kupljeni del.

**9.3.** FANUC sprejema vračilo neuporabljenih, zapakiranih in zapečatenih nadomestnih delov v desetih (10) koledarskih dneh od datuma dobave dela proti nadomestilu za ponovno zalogo v višini 20 % maloprodajne cene dela.

**9.4.** Vsi rabljeni, nepakirani nadomestni deli ali nadomestni deli, pri katerih je pečat poškodovan, se obravnavajo kot okvarjeni deli in so zato upravičeni do najvišjega dobroimetja, kot je navedeno v klavzuli 9.2. zgoraj.

**9.5.** FANUC ne sprejema vračil programske opreme, knjig, priročnikov ali drugih tiskanih ali elektronsko shranjenih medijev.

**9.6.** FANUC ne sprejema vračil blaga. Če FANUC izjemoma sprejme vračilo, bo kupcu povrnjena cena vrnjenih izdelkov, katerih vračilo je bilo odobreno, z največ 20-odstotno amortizacijo vrednosti, ki zajema administrativne, nadzorne in skladiščne stroške. FANUC si pridržuje pravico, da po lastni presoji sprejme vračilo dobavljenih in neuporabljenih izdelkov, če je embalaža nepoškodovana. Če ni drugače dogovorjeno, je treba vračilo izdelkov izvesti na kupčeve stroške, tveganje in po predhodnem dovoljenju FANUC-a, v vsakem primeru pa najkasneje v tridesetih (30) dneh od prejema tega dovoljenja.

applicable shall be issued to the Customer once the newly purchased part has been paid for in full.

**9.2.1.** All motors shall be entitled to a credit of 20% of the price paid for the newly purchased part.

**9.2.2.** All other eligible parts shall be entitled to a credit of 30% of the price paid for the newly purchased part.

**9.3.** FANUC accepts the return of non-used, packed and sealed Spare Parts, within ten (10) calendar days from the date of delivery of the part, against a restocking fee of 20% of the list price of the part.

**9.4.** Any used, unpacked Spare Parts, or Spare Parts where the seal is broken shall be treated as defective parts and shall therefore qualify for a maximum credit as stated in clause 9.2. above.

**9.5.** FANUC does not accept returns of Software, books, manuals or other printed or electronically stored media.

**9.6.** FANUC does not accept returns of goods. If FANUC exceptionally accepts a return, the price of the returned Products, whose return has been authorized, will be reimbursed to the Customer with a maximum depreciation of 20% of the value, covering administrative, control, and storage costs. FANUC reserves the right, at its sole discretion, to accept the return of delivered and unused Products, provided the packaging is intact. Unless otherwise agreed, the return of Products must be carried out at the Customer's expense, risk, and under FANUC's prior authorization, and in any case, no later than thirty (30) days from receiving this authorization.

**10. Zagotavljanje storitev in usposabljanja**

**10.1.** Stranka mora nemudoma obvestiti FANUC, če FANUC-u ne more omogočiti izvedbe dela ob dogovorjenem času. Vsak dogovorjeni čas za začetek ali dokončanje dela se nato ustrezno podaljša in je odvisen od razpoložljivosti osebja FANUC na datum ali uro, ki se razlikuje od prvotno dogovorjenega.

**10.2.** Če se bodo storitve izvajale v prostorih stranke, mora stranka zagotoviti, da so naslednje zadeve izpolnjene pred dogovorjenim datumom za začetek storitev:

**10.2.1.** Pred začetkom storitev mora stranka obvestiti FANUC predstavnika o vseh ustreznih zdravstvenih in varnostnih predpisih, ki veljajo v njenih prostorih, in zagotoviti, da so bili sprejeti vsi potrebni varnostni in previdnostni ukrepi, vključno z upoštevanjem vse veljavne zdravstvene in varnostne zakonodaje. Stranka zagotovi, da se storitve ne izvajajo v okolju, ki je ali bi lahko bilo nezdravo ali nevarno, in vzdržuje vse varnostne in previdnostne ukrepe med izvajanjem storitev FANUC.

**10.2.2.** Osebj e FANUC bo pripravljeno na začetek dela v skladu z dogovorjenim urnikom in bo delovalo med običajnim delovnim časom. Če stranka prejme razumno obvestilo, lahko FANUC po potrebi opravi

**10. Provision of Services and Training**

**10.1.** The Customer shall immediately notify FANUC if they cannot facilitate FANUC carrying out the work at the agreed time. Any agreed time for commencement or completion of the work shall then be extended accordingly and be subject to the availability of FANUC's personnel at a date or time different to those initially agreed.

**10.2.** Where the services are to be carried out at the premises of the Customer, the Customer shall ensure that the following matters are satisfied before the agreed date for the commencement of the services:

**10.2.1.** Before the services commence, the Customer shall inform FANUC's representative of all relevant health and safety regulations in force at its premises and guarantee that all necessary safety and precautionary measures, including compliance with all applicable health and safety legislation, have been taken. The Customer shall ensure that the services are not carried out in surroundings that are or may potentially be unhealthy or dangerous and shall maintain all safety and precautionary measures throughout the performance of FANUC's services.

**10.2.2.** FANUC's personnel shall be prepared to commence work as per the agreed schedule and will operate during regular business hours. If the Customer is given reasonable notice, FANUC may also perform work outside of

delo tudi izven običajnega delovnega časa.

**10.3.** Če zadeve, določene v členu 10.2 zgoraj, niso zagotovljene, ima osebje FANUC pravico odložiti izvajanje storitve pred ali med njenim začetkom, dokler niso zagotovljeni zdravstveni in varnostni pogoji. FANUC ni odgovoren za morebitne nastale stroške ali izgubo prihodkov, ki jih ima stranka zaradi zamude zaradi odsotnosti ali nezadostnih zdravstvenih in varnostnih pogojev. Stranka bo družbi FANUC povrnila vso škodo, ki bi jo lahko družbi FANUC povzročila zamuda pri dobavi.

**10.4.** Storitve, opisane v obsegu ponudbe, za podporo aplikaciji, se izvajajo pod vodstvom stranke, ki izjavi, da ima zahtevane strokovne sposobnosti ali da ji pomaga katera koli oseba z zahtevanimi strokovnimi znanji. Zato in razen v primerih namernega napačnega ravnanja se ne šteje, da je FANUC prevzel katere koli ali vse naročnikove obveznosti in tveganja pri načrtovanju, razvoju, proizvodnji ali delovanju opreme, ki je predmet podpore za aplikacije. Kot tak je FANUC prost vseh zahtevkov v zvezi s kakršno koli izgubo pogodb ali dobička ali za kakršno koli neposredno, posredno, posebno ali posledično izgubo, ki jo je utrpela stranka ali katera koli tretja oseba.

**10.5.** Odgovornost stranke je, da naredi ustrezno varnostno kopijo svojih podatkov in programske opreme, preden da izdelek na voljo za popravilo in/ali zamenjavo. Zavarovalno tveganje v zvezi z izdelkom, ki ga je treba popraviti in/ali zamenjati, nosi stranka.

normal business hours as necessary.

**10.3.** Should the matters set out in clause 10.2 above fail to be guaranteed, FANUC's personnel shall be entitled to defer the performance of the service prior or during its commencement until such time when the health and safety conditions are guaranteed. FANUC shall not be held responsible for any costs incurred or loss of revenues experienced by the Customer as a result of a delay due to absence or insufficiency of health and safety conditions. The Customer shall indemnify FANUC for any damages that the delayed delivery may cause to FANUC.

**10.4.** The services described in the scope of the quotation, for application support, shall be made under the direction of the Customer, who declares to have the required professional skills or to be assisted by any person having the required professional skills. Therefore, and except in cases of wilful misconduct, FANUC shall not be deemed to have acquired any or all of the Customer's obligations and risks in the design, development, manufacturing or operation of the equipment subject to the application support. As such, FANUC shall be held free of any claim related to any loss of contracts or profit or for any direct, indirect, special or consequential loss suffered by the Customer or by any third party.

**10.5.** It is the Customer's responsibility to perform an adequate backup of its data and software before making the Product available for repair and/or replacement. The insurance risk related to the Product to be repaired and/or replaced is borne by the Customer.

- 10.6.** Stranka je dolžna sprejeti popravilo in/ali zamenjavo takoj, ko je obveščena, da je opravljeno ali da je zaključena ustrezna faza testiranja. Dejstvo, da izvedeno popravilo vsebuje minimalne ali nepomembne napake, ne pomeni, da stranka zavrne popravilo.
- 10.7.** Naročilo za strankino rezervacijo usposabljanja je potrebno oddati najpozneje trideset (30) koledarskih dni pred udeležbo na tečaju usposabljanja. FANUC si pridržuje pravico do zavrnitve vstopa v tečaj usposabljanja, če naročilnica ni prejeta pred udeležbo.
- 10.8.** Če se stranka ne udeleži vnaprej rezerviranega tečaja usposabljanja podjetja in o tem ni predhodno obvestila družbe FANUC, se plača celotna cena tečaja usposabljanja.
- 10.9.** Pisno potrdilo o odpovedi ali zahtevo za prenos tečaja usposabljanja na drug datum je treba prejeti trideset (30) delovnih dni pred datumom začetka tečaja usposabljanja. Vse prenose je potrebno opraviti v obdobju šestih (6) mesecev od prvotnega datuma tečaja usposabljanja. Odvisno od poslanega obvestila bodo zaračunani naslednji stroški:
- 10.9.1.** trideset (30) delovnih dni pred začetkom tečaja usposabljanja - brezplačno;
- 10.9.2.** Manj kot trideset (30) delovnih dni vnaprej - 50% vrednosti tečaja usposabljanja; in
- 10.9.3.** Manj kot štirinajst (14) delovnih dni vnaprej ob 100 % vrednosti tečaja usposabljanja.
- 10.10.** Če stranka zamuja na tečaj usposabljanja podjetja ali je odsotna na kateri koli seji, si FANUC pridržuje pravico, da zavrne
- 10.6.** The Customer is obliged to accept the repair and/or replacement as soon as it is communicated that it has been completed or that the relevant testing phase has been concluded. The fact that the executed repair presents minimal or insignificant defects will not entitle the Customer to refuse the repair.
- 10.7.** Bookings for a training course must be confirmed in writing. A purchase order for the Customer's training course reservation is due no later than thirty (30) calendar days prior to attendance of the training course. FANUC reserves the right to refuse entry into a training class if the purchase order is not received prior to attending.
- 10.8.** If the Customer does not attend a pre booked Company training course, and has not previously informed FANUC, the full course fee shall be payable.
- 10.9.** Written confirmation of cancellation or a request to transfer a training course to another date must be received thirty (30) calendar days prior to the course start date. All transfers must be taken within a period of six (6) months from the original course date. The following charges will apply, dependent on notice given:
- 10.9.1.** thirty (30) working days prior to the course start date - no charge;
- 10.9.2.** Less than thirty (30) working days' notice given - 50% of the course fee; and
- 10.9.3.** Less than fourteen (14) working days' notice given 100% of the course fee.
- 10.10.** If the Customer arrives late for a Company training course or is absent from any session, FANUC reserves the



sprejem stranke na usposabljanje, če FANUC meni, da bo stranka v preostalem času pridobila premalo znanja ali spretnosti.

right to refuse to accept the Customer for training if FANUC feels the Customer will gain insufficient knowledge or skill in the time remaining.

## **11. Omejitev, izključitev in odgovornost**

**11.1.** Vse številke o uspešnosti izvedbe so zgolj okvirne in ne morejo upoštevati pogojev, pod katerimi bo stranka uporabljala dobavljeno blago ali storitve, in ne izpostavljajo FANUC odgovornosti, razen če je taka zmogljivost pisno potrjena pred dobavo.

**11.2.** Brez omejitve na klavzulo 11.3. spodaj, stranka potrjuje, da se pri sklenitvi pogodbe ne zanaša in nima nobenih pravic ali pravnih sredstev v zvezi s kakršnim koli zastopanjem ali jamstvom (ne glede na to, ali je podano nedolžno ali iz malomarnosti), ki ni določeno v teh pogojih.

**11.3.** Stranka se strinja, da kakršen koli nasvet ali pomoč, ki jo zagotovi FANUC, ki ni del ponudbe, ne prevzema odgovornosti FANUC v nobenih okoliščinah, bodisi v pogodbi, garanciji, odškodninski odgovornosti, malomarnosti ali kako drugače. V izogib dvomu in brez omejitve na izključitve, določene v prejšnjem stavku tega člena 11.3., stranka ne bo imela nobenih zahtevkov za napačno navedbo (ne glede na to, ali je nastala nedolžno ali iz malomarnosti) v zvezi s temi pogoji.

**11.4.** V največjem obsegu, ki ga dovoljuje veljavna zakonodaja, FANUC ni odgovoren za kakršno koli prekinitev poslovanja ali izgubo dobička ali prihodka, materiala, pričakovanih prihrankov, podatkov, pogodbenega dobrega imena (naj bodisi neposredne ali posredne narave) ali za katero koli drugo obliko naključne, posredne ali

## **11. Limitation, Exclusion and Liability**

**11.1.** Any performance figures are merely indicative and cannot take into consideration the conditions under which the Customer will use the goods or services supplied, and shall not expose FANUC to liability unless such performance is confirmed in writing prior to the delivery.

**11.2.** Without limitation to clause 11.3. below, the Customer acknowledges that in entering into the Contract, the Customer does not rely on and shall have no rights or remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out within these Conditions.

**11.3.** The Customer accepts that any advice or assistance provided by FANUC, which is not part of the quotation, shall not engage FANUC's liability under any circumstances, whether in contract, warranty, tort, negligence or otherwise. For the avoidance of doubt, and without limitation to the exclusions set out in the previous sentence of this clause 11.3., the Customer shall not have any claim for misrepresentation (whether made innocently or negligently) in relation to these Conditions.

**11.4.** To the fullest extent permitted by the applicable law, FANUC shall not be liable for any business interruption or loss of profit or revenue, materials, anticipated savings, data, contract goodwill (whether direct or indirect in nature) or for any other form of incidental, indirect or consequential damages of any kind. Liability for direct damages shall be



posledične škode katere koli vrste. Odgovornost za neposredno škodo je omejena na tri (3) kratnik skupne vrednosti naročnikovih plačil ali do največje omejitve odgovornosti pet (5) milijonov EUR na leto, kar je nižje. Ta zgornja meja odgovornosti ne velja v primerih goljufije, napačnega razumevanja, namerne kršitve ali hude malomarnosti.

**11.5.** V primeru tehničnih težav, ki jih ni mogoče pripisati FANUC-u in preprečujejo popravilo izdelka, FANUC ne bo odgovoren za nobeno dodatno škodo, povzročeno izdelku pri poskusu izvedbe popravila. Stranki potrjujeta, da bo osebje FANUC morda potrebovalo dostop do strankinih prostorov za izvajanje storitev. V zvezi s tem stranka (i) izjavlja skladnost z veljavnimi zdravstvenimi in varnostnimi predpisi na delovnem mestu in (ii) se strinja z izvajanjem vseh ukrepov, ki jih zahteva zakonodaja v zvezi z dostopom osebja FANUC do prostorov stranke.

**11.6.** Če osebje FANUC ugotovi, da zdravstvene in varnostne zahteve niso izpolnjene, lahko FANUC začasno prekine storitve v prostorih stranke, dokler ni dosežena skladnost, ne da bi taka začasna ustavitev povzročila kakršno koli odgovornost za FANUC ali stranki omogočila prekinitev pogodbe.

**11.7.** Če je katero koli blago, ki ga je dobavil FANUC, prodano ali predano v last ali nadzor tretji osebi, ne glede na to, ali je v nasprotju s klavzulo 16 spodaj ali iz katerega koli drugega razloga, bo stranka FANUC zavarovala pred kakršnimi koli zahtevki, ne glede na to, ali izhajajo iz katere koli jurisdikcije po vsem svetu, od katere koli take tretje osebe, ki je povezana s takšnim blagom ali se nanaša

limited to three (3) times the total value of the Customer's fees payable or up to a maximum liability cap of five (5) Million EUR per year, whichever is lower. This liability cap shall not apply in cases of fraud, misrepresentation, intentional wrongdoing, or gross negligence.

**11.5.** In case of technical issues not attributable to FANUC that prevent the repair of a Product, FANUC will not be liable for any additional damages caused to the Product in the attempt to carry out the repair. The Parties acknowledge that FANUC personnel may need access to the Customer's premises for the performance of Services. In this regard, the Customer (i) declares compliance with applicable health and safety regulations in the workplace and (ii) agrees to implement all measures required by law related to FANUC personnel access to the Customer's premises.

**11.6.** If FANUC personnel determine that health and safety requirements are not being met, FANUC may suspend Services at the Customer's premises until compliance is achieved, without such suspension creating any liability for FANUC or entitling the Customer to terminate the Contract.

**11.7.** If any goods supplied by FANUC are sold, or passed into the possession or control, of a third party, whether in breach of clause 16 below or for any other reason, the Customer shall and will indemnify FANUC against any and all claims whatsoever, howsoever arising from any jurisdiction worldwide, from any such third Parties connected with or relating to such goods. The Parties agree that the

nanj. Stranki se strinjata, da je plačilo za to klavzulo pripravljenost FANUC-a dobaviti tako blago stranki v skladu s pogoji pogodbe.

- 11.8.** Nič v pogodbi in/ali teh pogojih ni namenjeno ali se šteje za vzpostavitev kakršnega koli partnerstva ali skupnega podjetja med družbo FANUC in stranko, ustanovitev katere koli stranke kot zastopnika druge stranke ali pooblaščenje katere koli stranke, da sprejme ali sprejme kakršne koli obveznosti v imenu druge stranke.
- 11.9.** Določbe tega 11. člena ostanejo v veljavi tudi po prekinitvi katere koli pogodbe o dobavi blaga ali storitev.
- 11.10.** Nič v pogodbi ne omejuje nobene odgovornosti, ki je ni mogoče zakonsko omejiti, vključno z odgovornostjo za smrt ali telesne poškodbe, ki jih povzroči goljufija iz malomarnosti ali goljufivo lažno predstavljanje.

## **12. Pravice intelektualne lastnine**

- 12.1.** Stranka pod nobenim pogojem ne sme nikoli izbrisati, spremeniti ali ponarediti imena FANUC ali katere koli od njihovih blagovnih znamk. FANUC izdelke ne sme pripeti na katere koli druge blagovne znamke ali postaviti poleg katere koli druge znamke, ki bi lahko povzročila zmedo.
- 12.2.** Avtorske pravice za oblikovanje, podatkovne liste, embalažo in literaturo ter vse druge materiale vsake pogodbenice ostanejo v lasti te pogodbenice in s to pogodbo se ne podelijo nobene pravice ali licence (razen glede uporabe, za katero je blago družbe dobavljeno), bodisi izrecno bodisi implicitno.
- 12.3.** Če stranka prejme kakršen koli zahtevek, da takšno blago krši patent, avtorsko pravico ali poslovno skrivnost in stranka

consideration for this clause is the willingness of FANUC to supply such goods to the Customer under the terms of the Contract.

- 11.8.** Nothing in the Contract and/or these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between FANUC and the Customer, constitute either party as an agent of the other, or authorize any party to make or enter into any commitments on behalf of the other Party.
- 11.9.** The provisions of this clause 11 shall survive any termination of any Contract for the supply of goods or services.
- 11.10.** Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence fraud or fraudulent misrepresentation.

## **12. Intellectual Property Rights**

- 12.1.** The Customer may not, under any circumstances, at any time erase, alter or deface FANUC's name, or any of their trademarks, or attach any other trademark to the goods or juxtapose their trademarks with any other mark likely to cause confusion.
- 12.2.** The copyright in each Party's design, data sheets, packaging and literature and any other materials shall remain the property of that Party and no rights or license (except as to the use for which Company goods are supplied) shall be granted hereby whether express or implied.
- 12.3.** Should the Customer receive any claim that such goods infringe a patent, copy right or trade secret and the Customer

FANUC-u zagotovi vse potrebne informacije in pomoč ter izključno pooblastilo za obrambo in poravnavo takega zahtevka, bo FANUC na lastne stroške in po lastni izbiri branil ali poravnal tak zahtevke. Zgoraj navedeno navaja celotno odgovornost družbe FANUC za kršitev patentov, avtorskih pravic ali poslovnih skrivnosti v zvezi s katero koli prodajo blaga ali storitev.

provides FANUC with all necessary information and assistance as well as the exclusive authority to defend and settle such claim, FANUC will, at its own expense and option, defend or settle such claim. The foregoing states FANUC's entire liability, for patent, copyright or trade secret infringement in connection to any sale of goods or services.

### **13. Prenos lastninske pravice na lastnino in pridržek lastninske pravice**

**13.1.** Dokler FANUC ne prejme celotnega plačila in dokler niso v celoti plačani vsi drugi zneski, ki jih stranka dolguje FANUC-u na katerem koli računu, ne glede na opravljeno dostavo, lastninska pravica ne preide in:

**13.1.1.** FANUC obdrži lastninsko pravico do katerega koli prodanega izdelka, dokler od stranke ne prejme celotnega plačila. V primeru nadaljnje prodaje izdelka s strani stranke tretji osebi mora stranka zagotoviti, da lastninska pravica do izdelkov ostane pri družbi FANUC, dokler ne plača celotnega plačila. Stranka ne sme:

- prodati, zastaviti ali podeliti kakršnih koli jamstev za izdelke, razen če je zagotovljena lastninska pravica družbe FANUC;
- na kakršen koli način spremeniti izdelke ali jih vključiti v kateri koli drug stroj ali napravo, tako da je njihova identiteta uničena ali zakrita;

### **13. Passing of Title to Property & Retention of Title**

**13.1.** Until full payment has been received by FANUC and until all other sums owed by the Customer to FANUC on any account have been paid in full, regardless of delivery having been made, title shall not pass and:

**13.1.1.** FANUC retains title to any Product sold until full payment is received from the Customer. In the event of resale of the Product by the Customer to a third party, the Customer shall ensure that title to the Products remains with FANUC until full payment is made to FANUC. The Customer shall not:

- Sell, pledge, or grant any security interest over the Products unless title retention by FANUC is ensured;
- modify the Products in any way or incorporate them into any other machine or device such that their identity is destroyed or obscured; allow the Products to become a fixture; and

- omogočiti, da izdelki postanejo osnovno sredstvo; in se mora zavezati, da bo izdelke hranil ločeno od drugega blaga, jasno označeno, da jih bo prepoznal kot last FANUC. V primeru kakršnega koli dvoma velja, da FANUC pridrži lastninsko pravico za vse izdelke na zalogi stranke.
- shall store the Products separately from other goods, clearly marked to identify them as FANUC's property. In case of any doubt, all Products in the Customer's stock shall be deemed subject to FANUC's title retention.

**13.1.2.** FANUC ima kadar koli pravico pregledati in/ali ponovno zasesti blago ali ga odstraniti iz česar koli, na kar je pritrjeno ali v kar je nameščeno, ne da bi bil odgovoren za kakršno koli škodo, razumno povzročeno s takim dostopom.

**13.1.2.** FANUC shall be entitled, at any time, to inspect and/or to repossess the goods or detach the goods from anything to which they are attached or in which they are installed, without being responsible for any damage reasonably caused by such access.

**13.2.** Vsaka programska oprema, ki jo FANUC zagotovi stranki, ostane v lasti FANUC ne glede na pravico, podeljeno stranki ali njenim končnim uporabnikom za uporabo programske opreme v povezavi z delovanjem povezane strojne opreme, ki jo dobavi FANUC. Programske opreme ni dovoljeno kopirati, prenašati ali posredovati brez predhodnega pisnega dovoljenja FANUC.

**13.2.** Any Software provided by FANUC to the Customer remains the property of FANUC regardless of the right granted to the Customer or its end users to use the Software in connection with the operation of the related hardware supplied by FANUC. The Software may not be copied, transferred or transmitted without FANUC's prior written authorisation.

**13.3.** Stranka je odgovorna za:

**13.3.** The Customer shall be responsible for:

**13.3.1.** Zagotavljanje skladnosti z vsemi zakonskimi, vladnimi ali lokalnimi predpisi in zakoni, ki veljajo v zvezi z blagom, naročenim pri FANUC; in

**13.3.1.** Ensuring compliance with all statutory, government or local authority regulations and laws applicable in relation to goods ordered from FANUC; and

**13.3.2.** Zagotavljanje, da vsa navodila, priročnike, obvestila in opozorila, ki jih je izdal FANUC, vse osebe, ki uporabljajo blago ali delajo v

**13.3.2.** Ensuring that all instructions, handbooks, notices and warnings issued by FANUC are properly understood and complied with at all times by all

njegovi neposredni bližini, pravilno razumejo in vedno upoštevajo.

persons using the goods or working within close proximity to them.

#### **14. Plačilna nesposobnost in neplačilo**

**14.1.** Stranka potrjuje in se strinja, da ima FANUC pravico brez poseganja v morebitne druge pravice in pravna sredstva, da vstopi v prostore stranke in ponovno zasede katero koli blago v primeru neplačila, zamude pri plačilu ali plačilne nesposobnosti pred prenosom lastništva. Pri uveljavljanju te pravice lahko FANUC po potrebi razstavi blago, ne da bi prevzel odgovornost za posledično škodo. S takim dejanjem nemudoma preneha pravica kupca do uporabe ali razpolaganja z blagom.

**14.2.** FANUC si pridržuje pravico do sodnega postopka za plačilo katerega koli blaga, ne glede na to, da lastništvo nad izdelkom ni prešlo na stranko.

**14.3.** FANUC lahko prav tako uveljavlja svoje pravice, brez poseganja v katere koli druge pravice ali pravna sredstva, ki jih lahko ima, če je na strankino blago uvedena kakršna koli ovrga ali izvršba, če stranka predlaga dogovor z upniki, če stranka ne more poravnati svojih dolgov ob zapadlosti, če je zoper stranko vložen predlog za stečaj, če stranka, ki je delniška družba, sprejme ali predloži sklep ali zahtevo za prenehanje (razen za združitev ali rekonstrukcijo brez plačilne nesposobnosti), če je nad stranko ali katerim koli delom njenega poslovanja ali premoženja imenovan stečajni upravitelj, upravnik, stečajni upravitelj ali upravitelj ali če je stranka v podobnem postopku po tujem pravu. V takšnih primerih in v obsegu, ki ga dovoljuje veljavna zakonodaja,

#### **14. Insolvency and default**

**14.1.** The Customer acknowledges and agrees that FANUC has the right without prejudice to any other rights and remedies it may have, to enter the Customer's premises and repossess any goods in the event of default, delayed payment, or insolvency, prior to the transfer of ownership. In exercising this right, FANUC may dismantle the goods as necessary, without incurring liability for any resulting damage. Upon such action, the Customer's right to use or dispose of the goods shall immediately terminate.

**14.2.** FANUC shall retain the right to pursue legal action for the payment of any goods notwithstanding that property in them has not passed to the Customer.

**14.3.** FANUC may also exercise its rights, without prejudice to any other rights or remedies it may have, if any distress or execution is levied against the Customer's goods, if the Customer proposes an arrangement with creditors, if the Customer is unable to pay its debts as they fall due, if a bankruptcy petition is presented against the Customer, if the Customer, being a Limited Company, passes or presents a resolution or petition for winding up (other than for amalgamation or reconstruction without insolvency), if a receiver, administrator, administrative receiver, or manager is appointed over the Customer or any part of its business or assets, or if the Customer undergoes any analogous proceedings under foreign law. In such events, and to the

postanejo vsi neporavnani zneski, dolgovani v zvezi z blagom, predmet takojšnjega plačila.

**14.4.** Če stranka sklene kakršno koli poravnavo ali dogovor s svojimi upniki ali če se sproži kakršen koli pravni postopek ali je katera koli oseba ali osebe imenovana za nadzorovanje strankinih zadev zaradi neplačevanja svojih dolgov, ima FANUC kadar koli zatem pravico in v obsegu, ki ga dovoljuje katera koli veljavna zakonodaja, da takoj prekine katero koli pogodbo o dobavi blaga ali storitev in je prost kakršnih koli neposrednih, posrednih ali posledičnih zahtevkov ali odgovornosti v zvezi z odpovedjo pogodbe.

## **15. Višja sila**

**15.1.** Izraz "višja sila" pomeni vsak dogodek okoliščin, na katere nobena pogodbenica ne more vplivati, vključno brez poseganja v splošnost zgoraj navedenega, stavke, izklopi, trgovinske spore, nesreče na obratih ali strojih, pomanjkanje katerega koli materiala, popolno ali delno okvaro katere koli električne ali energetske oskrbe, zamude ali odpovedi dobav ali zagotavljanja storitev s strani tretjih oseb, nemire, državljanske nemire, nacionalno ali mednarodno vojno, izredne razmere, uničenje ali škodo zaradi naravnih sil, požara, poplave, eksplozije, pandemije, epidemije in skladnosti z ukazi ali zahtevami katerega koli državnega ali lokalnega organa.

**15.2.** Razen v zvezi s plačilnimi pogoji nobena pogodbenica stranka ni odgovorna za kršitev pogodbe, če in v obsegu, v katerem je izpolnitev določila teh pogojev preprečila, ovirala ali zadržala višja sila, kot je opredeljena v teh

extent permitted by applicable law, all outstanding sums owed in respect of the goods shall become immediately payable.

**14.4.** Should the Customer make any composition or arrangement with its creditors, or should any legal process be instituted or any person or persons be appointed to control the Customer's affairs due to its failure to honour its debts, FANUC shall be entitled at any time thereafter, and to the extent permitted by any applicable law, to forthwith terminate any Contract for the supply of goods or services and shall be held free from any direct, indirect or consequential claim or liability in respect to the termination of the Contract.

## **15. Force Majeure**

**15.1.** The expression "*force majeure*" shall mean any event of circumstances beyond the control of either Party, including without prejudice to the generality of the foregoing, strikes, lock outs, trade disputes, accident to plant or machinery, shortage of any material, failure in whole or part of any power or energy supply, delays in or cancellations of deliveries or provision of services by third parties, riots, civil commotion, war national or international, emergency, destruction or damage due to natural forces, fire, flood, explosion, pandemic, epidemic and compliance with orders or requests of any national or local authority.

**15.2.** Except in relation to payment terms, neither Party will be liable for breach of Contract if and to the extent that fulfilment of a term of these Conditions has been prevented, hindered or delayed by force majeure as defined in



pogojih, in v takem primeru se čas za izpolnitev takega pogoja podaljša za obdobje, ki je razumno v vseh okoliščinah. Stranki se razumeta, da lahko pogodbo odpove katera koli pogodbenica, če bo dogodek višje sile trajal šest (6) mesecev ali več, ne da bi bila taka pogodbenica odgovorna za škodo drugi pogodbenici zaradi takšne odpovedi.

these Conditions, and in such event the time for fulfilment of such a term shall be extended for such a period as is reasonable in all the circumstances. It is understood between the Parties that the contract may be terminated by either Party if a force majeure event will last for six (6) months or more, without such Party being liable for damages to the other Party by reason of such termination.

**16. Skladnost z zakoni o nadzoru izvoza, klavzulami proti podkupovanju in konkurenci**

**16.1.** Stranka potrjuje, da mora biti vsaka prodaja blaga, programske opreme, tehnologije in storitev, ki jih dobavlja FANUC v skladu s temi določili in pogoji, skladna z vsemi veljavnimi zakoni in predpisi, vključno z, vendar ne omejeno na, pravila o trgovini z blagom z dvojno rabo ter gospodarske in finančne sankcije, kot jih uzakonijo ali sprejemajo Japonska, Združene države, Evropska unija ali njene države članice in država, v kateri je registrirana prodajna pisarna FANUC (»Zakoni o nadzoru izvoza blaga«).

Stranka potrjuje skladnost z predpisi in zakonodajo, namenjeno boju proti nepoštenim poslovnim praksam in podkupovanju, kot so francoski zakon Sapin II, ameriški zakon FCPA ali zakon britanski zakon o podkupovanju, kot tudi s predpisi, določenimi v nacionalnih kazenskih zakonikih. Stranka potrjuje skladnost s predpisi, katerih cilj je omejiti kakršno koli vedenje, ki bi lahko oviralo konkurenco in pošten trg.

**16.2.** Stranka se strinja, da bo v celoti in nemudoma sodelovala pri vseh razumnih zahtevah po informacijah ali

**16. Compliance with export control laws, antibribery & competition clauses**

**16.1.** The Customer acknowledges that any sale of goods, software, technology and services supplied by FANUC under these Terms and Conditions require compliance with all applicable laws and regulations, including, but not limited to, rules on the trade of dual-use items as well as economic and financial sanctions, like those enacted or adopted by Japan, the United States, the European Union or its Member States and the country in which FANUC selling office is registered ("Export Control Laws").

The Customer acknowledges compliance with provisions and legislation aiming to combat unfair business practices and bribery like the French Sapin II Law, the US FCPA Act or the UK Bribery Act, as well as provisions foreseen in national Penal Codes.

The Customer acknowledges compliance with regulations aiming to curb any behaviour that may hinder competition and fair market.

**16.2.** The Customer agrees to cooperate fully and promptly with any reasonable requests for information or



dokumentaciji, ki jih FANUC zahteva za zagotavljanje skladnosti s to klavzulo. To sodelovanje vključuje, vendar ni omejeno na zagotavljanje dostopa do ustreznih evidenc, odgovarjanje na poizvedbe in omogočanje potrebnih revizij ali inšpekcijskih pregledov.

**16.3.** Vsaka kršitev spodaj navedenih klavzul se šteje za bistveno kršitev. V primeru kršitve lahko pogodbeni stranka, ki ne krši pogodbe, nemudoma prekine pogodbo, kot je predvideno v členu 20 »Prekinitev«, in uveljavlja ustrezne pravne ukrepe.

**16.4. Ponovni izvoz**

**16.4.1.** Stranka se strinja, da je vsaka prodaja, nadaljnja prodaja, dobava, izvoz ali ponovni izvoz izdelkov FANUC predmet veljavnih zakonov o nadzoru izvoza, vključno s tistimi v državi, v katero se izdelki izvažajo. Natančneje, »BLAGO ZA DVOJNO UPORABO« je navedeno v Uredbi Sveta (EU) 2021/821 in je predmet nadzora, če se izvažajo iz Evropske unije. Pri ponovnem izvozu je stranka odgovorna za skladnost z vsemi veljavnimi izvoznimi predpisi in FANUC lahko zahteva dokazilo o taki skladnosti, preden zagotovi kakršne koli prodajne storitve. Če stranka ne more predložiti ustreznega dokaza o skladnosti, bo FANUC izključil vse storitve, kolikor je to zakonsko mogoče. V kolikor je FANUC zakonsko zavezan k izvedbi storitve, bo ta storitev opravljena le v državi, v katero je FANUC sam prodal. Stranka s tem potrjuje, da je vzpostavila postopke in nadzor za zagotavljanje skladnosti z zakoni o nadzoru izvoza.

documentation made by FANUC to ensure compliance with this clause. This cooperation includes, but is not limited to, providing access to relevant records, responding to inquiries, and facilitating any required audits or inspections.

**16.3.** Any breach of the clauses below shall be considered a material breach. In the event of a breach, the non-breaching Party may terminate the contract immediately as foreseen in clause 20 "Termination" and pursue any legal actions as deemed appropriate.

**16.4. Re-export**

**16.4.1.** The Customer agrees that any sale, resale, supply, export or reexport of FANUC items are subject to applicable Export Control Laws, including those of the country in which the items are exported. Specifically, "DUAL USE GOODS" are listed in the Council Regulation (EU) 2021/821 and are subject to controls if exported from the European Union. If re-exported, the Customer is responsible to be compliant with all applicable export regulations and FANUC may request proof of such compliance before providing any post-sales services. If the Customer is unable to provide appropriate proof of compliance FANUC will exclude all services to the extent that this is legally possible. Insofar FANUC is legally obliged to perform a service, this service will only be carried out in the country to which FANUC itself has sold. The Customer hereby confirms that it has established procedures

and controls to ensure compliance with Export Control Laws.

## **16.5. Prepoved preusmeritve v Rusijo in Belorusijo**

**16.5.1.** V skladu s členom 12g Uredbe Sveta (EU) 2023/2878 z dne 18. decembra 2023, ki ureja spremembo Uredbe (EU) št. 833/2014 glede omejevalnih ukrepov proti Rusiji, FANUC prepoveduje ponovni izvoz v Rusijo in Belorusijo ter ponovni izvoz za uporabo v Rusiji in Belorusiji katerega koli blaga, programske opreme ali storitev, prodanih v skladu s to pogodbo.

**16.5.2.** Poleg tega stranka jamči, da ima vzpostavljene ustrezne postopke (vključno, vendar ne omejeno na, preverjanje strank in postopke potrebne skrbnosti, pregledovanje in ozadje, pogodbene ukrepe), da se zagotovi popolna izpolnitev te klavzule, če stranka opremo FANUC preproda tretji osebi. V primeru kršitve te klavzule, iz kakršnega koli razloga ali kadar koli, mora stranka nemudoma obvestiti FANUC, ki si pridržuje pravico ukrepati v skladu s pravnimi obveznostmi, kot je določeno v 4. odstavku člena 12g zgoraj navedene uredbe, in po potrebi uporabiti sanacijske ukrepe.

## **16.6. Omejitev storitev FANUC v določenih državah**

**16.6.1.** Stranka potrjuje, da FANUC ne prodaja izdelkov v države

## **16.5. Prohibition to Divert to Russia and Belarus**

**16.5.1.** In line with article 12g of Council Regulation (EU) 2023/2878 of 18 of December 2023 amending Regulation (EU) No 833/2014 concerning restrictive measures against Russia, FANUC prohibits re-exportation to Russia and Belarus and re-exportation for use in Russia and Belarus of any of the goods, software or services sold under this agreement.

**16.5.2.** Moreover, the Customer warrants to have adequate procedures in place (including, but not limited to, customer checks and due diligence procedures, screening and background, contractual measures) to ensure the complete fulfilment of this clause if FANUC equipment is resold to a third party by the Customer. In the event of a breach of this clause, for any reason or at any moment of time, the Customer is to inform FANUC without delay, who reserves the right to act according to legal obligations as set forward in paragraph 4 of Article 12g of the abovementioned regulation and apply remediation measures as appropriate.

## **16.6. Limitation of FANUC services in Certain Countries**

**16.6.1.** The Customer acknowledges that FANUC does not sell

»samovzdrževanja«, opredeljene kot države, kjer FANUC ne zastopa nobena od njegovih podružnic. Za dostop do seznama lokacij storitev za stranke obiščite spletno mesto FANUC.

**16.6.2.** Stranka potrjuje, da FANUC ne bo zagotavljal nobenih storitev ali kakršnih koli dejavnosti, povezanih z garancijo, na kraju samem, niti ne bo pošiljal rezervnih delov na destinacijo za »samovzdrževanje«. Za vse poprodajne dejavnosti je odgovorna izključno stranka.

**16.6.3.** To velja tudi, kadar se izdelki FANUC uporabljajo kot komponente drugih izdelkov.

**16.7. Končna uporaba (nevarnost širjenja orožja za množično uničevanje in kopičenje konvencionalnega orožja)**

**16.7.1.** Stranka potrjuje, da izdelkov FANUC ni dovoljeno uporabiti za razvoj, proizvodnjo, uporabo ali kopičenje orožja za množično uničevanje, vključno, vendar ne omejeno na, jedrsko, biološko ali kemično orožje, izstrelki ali brezpilotna letala.

**16.7.2.** Poleg tega politika FANUC prepoveduje prodajo, dobavo, nadaljnjo prodajo, zakup ali prenos na kakršen koli način vseh predmetov za vojaško ali konvencionalno orožje ali končnega uporabnika zunaj naslednjih držav: Argentina, Avstralija, Avstrija, Belgija, Bolgarija, Kanada, Češka, Danska, Finska, Francija, Nemčija, Grčija, Madžarska, Irska, Italija, Japonska, Republika Koreja, Luksemburg,

products to "Self-Maintenance" countries, defined as countries where FANUC is not represented by any of its subsidiaries. Please refer to FANUC website to access the list of Customer Service locations.

**16.6.2.** The Customer acknowledges that FANUC will not ensure any service or any warranty-related activities on site, nor ship any spare parts to a Self-maintenance destination. Any after-sales activity is under the sole responsibility of the Customer.

**16.6.3.** This is applicable as well when FANUC products are used as components of other products.

**16.7. End-use (risk of proliferation of weapons of mass destruction and accumulation of conventional weapons)**

**16.7.1.** The Customer acknowledges that FANUC items cannot be used for the development, production, use or stockpiling of weapons of mass destruction, including but not limited to, nuclear, biological or chemical weapons, missiles or drones.

**16.7.2.** In addition, FANUC's policy prohibits the sale, supply, re-sale, lease or transfer by any means of all items with a military or conventional weapons end-use or end-user outside the following countries: Argentina, Australia, Austria, Belgium, Bulgaria, Canada, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Republic of Korea,

Nizozemska, Nova Zelandija, Norveška, Poljska, Portugalska, Španija, Švedska, Švica, Združeno kraljestvo Velike Britanije, Severna Irska in Združene države Amerike.

Luxembourg, Netherlands, New Zealand, Norway, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom of Great Britain, Northern Ireland and the United States of America.

**16.8. Izdelki FANUC, ki se uporabljajo kot komponente drugih izdelkov**

**16.8.1.** Stranka se strinja, da je pri integraciji izdelka FANUC kot sestavnega dela svojega izdelka odgovorna za ravnanje v skladu z veljavno zakonodajo o nadzoru izvoza in za razvrstitev izdelka na podlagi države, iz katere bo izdelek izvožen.

**16.9. Klavzula o neškodljivosti in odškodninska klavzula**

**16.9.1.** Stranka soglaša, da bo branila in zaščitila družbo FANUC pred kakršno koli odgovornostjo, izgubami, škodo (vključno s škodo ugleda) ali stroški (vključno s kakršnimi koli pravnimi stroški), ki jih ima ali utрпи družba FANUC zaradi kakršne koli kršitve, malomarnega dejanja ali opustitve ali namernega neizpolnjevanja obveznosti s strani stranke ali njenih predstavnikov, zastopnikov ali distributerjev, ki neposredno ali posredno izhajajo iz izvedbe (ali neizvedbe) s strani stranke ali katerega koli od njenih predstavnikov, zastopnikov ali distributerjev kakršnih koli obveznosti v skladu s temi določili in pogoji.

**16.10. Začasna prekinitev in odpoved**

**16.10.1.** FANUC ne prevzema nikakršne odgovornosti do stranke zaradi kakršne koli izgube ali

**16.8. FANUC products used as components of Other Products**

**16.8.1.** The Customer agrees that, when integrating FANUC's Product as a component of its product, it has the responsibility to act in compliance with and classify the product based on the applicable Export Control Laws including the country from which the product will be exported.

**16.9. Hold harmless and indemnification clause**

**16.9.1.** The Customer hereby agrees to defend, indemnify and hold harmless FANUC against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by FANUC as a result of any breach, negligent act or omission or wilful default on the part of the Customer, or its representatives, agents or distributors arising either directly or indirectly from the performance (or non-performance) by the Customer or any of its representatives, agents or distributors of any obligations under these Terms and Conditions.

**16.10. Suspension and Termination**

**16.10.1.** FANUC will not incur any liability to the Customer on account of any loss or damage resulting

škode, ki bi izhajala iz kakršne koli zamude ali neizpolnjevanja vseh ali dela obveznosti, če je taka zamuda ali neizpolnjevanje neposredno ali posredno posledica uveljavitve zakonov o nadzoru izvoza, podkupovanju ali konkurenci, ali katere koli zahteve oblasti. Stranka prav tako potrjuje, da družba FANUC ne prevzema nobene odgovornosti, če zamuda ali neizvedba izvira iz katere koli zahteve v zvezi z uvozno ali izvozno licenco nacionalnega organa, kjer se nahaja prodajna pisarna FANUC, druge države EU ali Japonske.

**16.10.2.** Obveznosti družbe FANUC bodo začasno opuščene v obsegu in za čas, ki je potreben za izpolnitev takšne zahteve ali takih zakonov. V primeru, da bo začasna prekinitev trajala dlje kot šest (6) mesecev, lahko FANUC ali stranka prekineta katero koli pogodbo, ne da bi prevzela kakršno koli odgovornost.

#### **16.11. Nasprotje interesov**

**16.11.1.** Tako FANUC kot stranka bosta nemudoma razkrili vsa dejanska ali morebitna navzkrižja interesov, ki bi se lahko pojavila med pripravo, razpravo in sklenitvijo te pogodbe. Pogodbene stranki soglašata, da bosta ugotovljena navzkrižja interesov upravljali na etičen in pregleden način ter sprejeli ustrezne ukrepe za ublažitev ali odpravo takih navzkrižij. Takšno navzkrižje interesov bo razkrito na [compliance@fanuc.eu](mailto:compliance@fanuc.eu).

#### **16.12. Klavzula proti podkupovanju in proti korupciji.**

from any delay or failure to perform all or part of its obligations if such delay or failure is directly or indirectly due to the entry into force of Export Control, Bribery or Competition laws, or any request of the authorities. The Customer also acknowledges that FANUC will not incur any liability if delay or failure to perform stems from any import or export license related requirement from national authority where FANUC selling office is located, another EU country or Japan.

**16.10.2.** FANUC's obligations will be suspended to the extent and for the time that is necessary to comply with such request or such Laws. In the event that the suspension will last for a period longer than six (6) months, either FANUC or the Customer may terminate any contract without incurring in any liability.

#### **16.11. Conflict of Interest**

**16.11.1.** Both Parties shall promptly disclose any actual or potential conflicts of interest that may arise during the preparation, discussion, and conclusion of this contract. The Parties agree to manage any identified conflicts of interest in an ethical and transparent manner, taking appropriate steps to mitigate or eliminate such conflicts. Such Conflict of Interest will be disclosed at [compliance@fanuc.eu](mailto:compliance@fanuc.eu).

#### **16.12. Anti-Bribery & Anti-Corruption Clause.**

**16.12.1.** FANUC in stranka potrujeta svojo zavezanost etičnim poslovnim praksam ter preprečevanju podkupovanja in navzkrižja interesov v vseh vidikih njunega odnosa.

**16.12.2.** Stranki zlasti jamčita, da niti stranki niti kateri koli njen uslužbenec, zastopnik ali predstavnik nista ali ne bosta, neposredno ali posredno, ponudila, plačala, obljubila plačilo, odobrila plačilo ali dala kakršno koli finančno ali drugo prednost, v denarju ali naravi, kateri koli osebi, vključno z dobavitelji, strankami, javnimi uradniki ali zasebniki, vendar ne omejeno nanje, z namenom pridobivanja ali ohranjanja posla ali zagotavljanja kakršne koli druge neprimerne prednosti v okviru teh določil in pogojev.

## **16.13. Konkurenčna klavzula**

**16.13.1.** FANUC in stranka soglašata, da bosta poslovala v pošteni konkurenci in se vzdržala kakršnih koli proti konkurenčnih praks, vključno z, vendar ne omejeno na, določanje cen, delitvijo trga, segmentacijo trga, vertikalno ali horizontalno integracijo, prirejanje ponudb ali kakršno koli ravnanje, ki bi lahko kršilo zakone o konkurenci.

**16.13.2.** Stranki se zavezujeta, da ne bosta izmenjevali nobenih komercialnih ali zaupnih informacij niti sklepali nobenih sporazumov ali poslov, ki bi lahko imeli negativen ali nepošten vpliv z vidika konkurenčnega prava na celoten trg, dobavitelje, stranke ali konkurente.

**16.12.1.** FANUC and the Customer affirm their commitment to ethical business practices and the prevention of bribery and conflicts of interest in all aspects of their relationship.

**16.12.2.** In particular, the Parties warrant that neither Parties nor any of its employees, agents, or representatives has or will, directly or indirectly, offer, pay, promise to pay, authorize the payment of, or given any financial or other advantage, whether in cash or in kind, to any person, including but not limited to suppliers, customers, public officials, or private individuals, for the purpose of obtaining or retaining business or securing any other improper advantage in the frame of these Terms and Conditions.

## **16.13. Competition Clause**

**16.13.1.** FANUC and the Customer agree to do business in fair competition and refrain from engaging in any anticompetitive practices, including but not limited to price-fixing, market sharing, market segmentation, vertical or horizontal integration, bid rigging, or any conduct that may violate competition laws.

**16.13.2.** The Parties pledge to neither exchange any commercial or confidential information nor enter any agreement or dealing that may have a negative or unfair impact from a Competition law perspective on the overall market, suppliers, customers, or competitors.

**16.14. Kazenska klavzula**

**16.14.1.** Stranka se strinja, izjavlja in se zavezuje, da bo družbi FANUC plačala kazen v višini tri (3) kratne skupne cene potrditve naročila, v primeru, da stranka prekrši katere koli obveznosti, ki izhajajo iz tega 16. člena.

**16.14.2.** Zgoraj omenjeni znesek kazni se določi ob upoštevanju pomembnosti poslovnega odnosa med FANUC in stranko in se medsebojno dogovori. Stranka izjavlja, sprejema in se zavezuje, da ne bo zahtevala preklica ali znižanja zneska kazni z uveljavljanjem previsokega zneska in da se vnaprej odpoveduje vsem tem pravicam. Izpolnitev pogodbe, sprejem izpolnitve ali zamude in uporaba določb v zvezi s kršitvijo teh pogojev ne preprečujejo zahteve ali plačila kazni. FANUC si pridržuje pravico zahtevati drugo dodatno škodo. Kazenska klavzula je neodvisna od teh določil in pogojev ali pogodbe in začne veljati za nedoločen čas med strankama, ker je neodvisna zaveza, ki izgubi svoj sekundarni status po izteku teh pogojev ali pogodbe.

**16.14. Penalty Clause**

**16.14.1.** The Customer agrees, declares, and undertakes to pay FANUC a penalty of three (3) times the total order confirmation price, in the event that the Customer violates any obligations arising from this clause 16.

**16.14.2.** The penalty amount mentioned above is determined by taking into account the importance of the commercial relationship between the Parties and mutually agreed. The Customer declares, accepts, and undertakes that it shall not request cancellation or reduction of the penalty amount claiming excessiveness of this amount and that it waives all such rights in advance. The performance of the contract, acceptance of performance or default and application of the provisions regarding the breach of this Conditions shall not prevent the request or payment of the penalty. FANUC reserves the right to request other further damages. The penalty clause is independent from these Terms and Conditions or Contract and shall resume its validity indefinitely between the Parties due to being an independent commitment losing its secondaries status after the expiration of these Conditions or Contract.

**17. Varstvo osebnih podatkov**

**17.1.** FANUC obdeluje osebne podatke (kot so polno ime, e-poštni naslov, fizični naslov

**17. Personal Data Protection**

**17.1.** FANUC processes personal data (such as full name, e-mail address, physical



in telefonska številka) v skladu z veljavnimi zakoni o varstvu podatkov izključno za računovodske namene in druge poslovne dejavnosti. Osebni podatki bodo posredovani tretjim osebam le, če so vzpostavljeni ustrezni varnostni ukrepi. FANUC hrani osebne podatke le toliko časa, kolikor je potrebno za namene, za katere so bili zbrani, ali kot to zahteva zakon. Morebitne pritožbe glede obdelave podatkov je treba nasloviti na pristojni nadzorni organ. Za dodatna vprašanja, prijavo kršitve varstva podatkov ali zahtevo za spremembe osebnih podatkov se obrnite na FANUC na [dataprotection@fanuc.eu](mailto:dataprotection@fanuc.eu). Za več informacij si oglejte FANUC Pravilnik o zasebnosti:

<https://www.fanuc.eu/uk/en/privacy-and-cookie-policy>.

address, and phone number) in compliance with the applicable data protection laws solely for accounting purposes and other business-related activities. Personal data will only be shared with third parties if appropriate security measures are in place. FANUC retains personal data only for as long as is necessary, for the purposes for which it was collected, or as required by law. Any complaints regarding data processing should be directed to and lodged with the competent supervising authority. For further inquiries, to report a data protection breach or to request modifications to personal data, contact FANUC at [dataprotection@fanuc.eu](mailto:dataprotection@fanuc.eu). For further information, please see FANUC Privacy Policy:

<https://www.fanuc.eu/uk/en/privacy-and-cookie-policy>.

## **18. Razlaga in zakon**

**18.1.** Pogodba bo v vseh pogledih urejena in razlagana v skladu z slovenskim pravom ter se bo štela za sklenjeno v Sloveniji. Stranke se strinjajo, da se podredijo izključni pristojnosti sodišč v Sloveniji.

**18.2.** Če se katera koli določba ali del določbe teh pogojev izkaže za nično ali neizvršljivo, se ta določba ali del šteje za izbrisanega iz tega sporazuma. Preostale določbe teh pogojev ostanejo v polni veljavi, stranke pa si bodo prizadevale, da se katera koli taka določba nadomesti z določbo, ki je veljavna in izvršljiva ter uresničuje duh in namen teh pogojev.

## **18. Interpretation and Law**

**18.1.** The Contract shall in all respects be governed by and construed in accordance with Slovenian Law and shall be deemed to have been made in Slovenia. The Parties agree to submit to the exclusive jurisdiction of the Courts of Slovenia.

**18.2.** If any provision, or part of a provision, of these Conditions is found to be void or unenforceable, that provision, or part, shall be deemed to be deleted from this agreement. The remaining provisions of these Conditions shall continue in full force and effect and the Parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of these Conditions.

**18.3.** Če je katera koli določba ali del določbe teh pogojev neveljavna, nezakonita ali neizvršljiva, se stranke v dobri veri pogajajo o spremembi take določbe, tako da je spremenjena zakonita, veljavna in izvršljiva ter v največji možni meri dosega predvideni komercialni rezultat prvotne določbe.

**18.4.** Neveljavnost ene ali več določb sporazuma ali teh pogojev ne vpliva na veljavnost celotnega sporazuma in/ali drugih posameznih določb. V primeru takšnega dogodka se stranke v dobri veri in v razumnem času zavežejo, da bodo dosegle dogovor o nadomestitvi neveljavnih določb z veljavnimi, katerih vsebina bo omogočila doseganje ciljev neveljavnih določb v največji možni meri.

## **19. Zaupnost**

**19.1.** Vsaka stranka se zavezuje, da ne bo nikoli, niti med trajanjem pogodbe niti dve (2) leti po prenehanju ali izteku pogodbe, razkrila nobeni osebi nobenih zaupnih informacij v zvezi s poslovanjem, premoženjem, zadevami, strankami, strankami ali dobavitelji druge stranke, razen kot je dovoljeno v spodnji klavzuli 19.2.

**19.2.** Vsaka stranka lahko razkrije zaupne informacije druge stranke:

**19.2.1.** Svojim zaposlenim, uradnikom, predstavnikom, izvajalcem, podizvajalcem ali svetovalcem, ki morajo poznati take informacije za namene uveljavljanja pravic stranke ali izpolnjevanja njenih obveznosti po pogodbi. Vsaka stranka

**18.3.** If any provision or part-provision of these Conditions is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**18.4.** The invalidity of one or more provisions of the Agreement or these Terms will not affect the validity of the entire Agreement and/or other individual provisions thereof. In the event of such an occurrence, the Parties shall be required to seek in good faith and within a reasonable time, an agreement to replace the invalid provisions with valid ones, the content of which will allow achieving the objectives of the invalid provisions to the greatest extent possible.

## **19. Confidentiality**

**19.1.** Each Party undertakes that it shall not at any time or at any time during the Contract and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 19.2. below.

**19.2.** Each Party may disclose the other Party's confidential information:

**19.2.1.** To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under the Contract. Each Party shall

zagotovi, da njeni zaposleni, uradniki, predstavniki, izvajalci, podizvajalci ali svetovalci, katerim razkrije zaupne informacije druge stranke, spoštujejo to klavzulo 19; in

**19.2.2.** Kot to zahteva zakon, sodišče pristojne jurisdikcije ali kateri koli vladni ali regulativni organ.

**19.3.** Nobena stranka ne sme uporabljati zaupnih informacij druge stranke za noben drug namen, razen za uveljavljanje svojih pravic in izpolnjevanje svojih obveznosti po pogodbi ali v zvezi z njo.

**19.4.** Stranka mora uničiti ali vrniti FANUC vse zaupne informacije, ki pripadajo FANUC, na pisno zahtevo FANUC v primeru prenehanja pogodbe in/ali pogojev iz kakršnega koli razloga.

## **20. Prenehanje**

**20.1.** Brez omejevanja drugih pravic ali pravnih sredstev lahko FANUC to pogodbo enostransko prekine brez plačila kakršne koli odškodnine z takojšnjim učinkom, tako da pošlje pisno obvestilo stranki, če:

**20.1.1.** Stranka stori bistveno kršitev katerega koli pogoja pogodbe in (če je taka kršitev odpravljava) ne odpravi te kršitve v tridesetih (30) koledarskih dneh po tem, ko je bila stranka pisno obveščena, da to stori;

**20.1.2.** Stranka je prostovoljno ali neprostovoljno predmet insolventnosti, stečaja, odloga, likvidacije, postopkov poravnave, imenovanja

ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 19; and

**19.2.2.** As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**19.3.** Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

**19.4.** The Customer shall destroy or return to FANUC any confidential information belonging to FANUC upon FANUC's written request in case of the termination of the Contract and/or Conditions for any reason.

## **20.Termination**

**20.1.** Without limiting its other rights or remedies, FANUC may terminate this Contract, unilaterally without paying any compensation, with immediate effect by giving written notice to the Customer if:

**20.1.1.** The Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) calendar days of that Party being notified in writing to do so;

**20.1.2.** The Customer is subject to, either voluntarily or involuntarily, insolvency, bankruptcy, postponement, liquidation, concordat

skrbnikov ali dejansko preneha poslovati brez namena nadaljevanja, bistveno spremeni svojo poslovno dejavnost ali odtuji vse ali pomemben del svojega premoženja;

**20.1.3.** Stranka prekine, grozi s prekinitvijo, preneha ali grozi, da bo prenehala opravljati celotno ali pomemben del svojega poslovanja; ali

**20.1.4.** Finančni položaj stranke se tako poslabša, da upravičeno upravičuje mnenje, da je njena sposobnost za uresničitev pogojev pogodbe ogrožena.

**20.2.** Brez omejevanja drugih pravic ali pravnih sredstev lahko FANUC začasno ustavi dobavo blaga ali storitev po pogodbi ali kateri koli drugi pogodbi med stranko in dobaviteljem, če stranka postane predmet katerega koli dogodka, navedenega v klavzuli 20.1.2 do klavzule 20.1.4 zgoraj, ali če stranka ne plača nobenega zneska, zapadlega po tej pogodbi na datum zapadlosti plačila.

**20.3.** Brez omejevanja drugih pravic ali pravnih sredstev lahko FANUC prekine pogodbo z takojšnjim učinkom, tako da pošlje pisno obvestilo stranki, če stranka ne plača kateregakoli zneska, zapadlega po pogodbi na datum zapadlosti plačila.

**20.4.** Ob prenehanju pogodbe iz kakršnega koli razloga mora stranka takoj plačati FANUC vse neplačane račune in obresti FANUC, in glede katerega koli blaga ali storitev, dobavljenih, za katere ni bil izdan račun, FANUC izda račun, ki ga mora stranka plačati takoj po prejemu.

procedures, the appointment of trustees, or de facto ceases its operations with no intention of resuming, substantially changes its line of business, or disposes of all or a significant part of its assets;

**20.1.3.** The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

**20.1.4.** The Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

**20.2.** Without limiting its other rights or remedies, FANUC may suspend provision of the goods or services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 20.1.2 to clause 20.1.4 above, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

**20.3.** Without limiting its other rights or remedies, FANUC may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

**20.4.** On termination of the Contract for any reason the Customer shall immediately pay to FANUC all of FANUC's outstanding unpaid invoices and interest and, in respect of any goods or services supplied but for which no invoice has been submitted, FANUC shall submit an invoice, which shall be payable by the Customer immediately on receipt

**20.5.** Prenehanje ali iztek pogodbe, ne glede na to, kako nastane, ne vpliva na nobeno od pravic in pravnih sredstev strank, ki so nastale ob prenehanju ali izteku, vključno s pravico do uveljavljanja odškodnine za kakršno koli kršitev pogodbe, ki je obstajala na datum prenehanja ali izteka.

**20.6.** Vsaka določba pogodbe, ki je izrecno ali implicitno namenjena, da začne veljati ali ostane v veljavi po prenehanju ali izteku pogodbe, ostane v polni veljavi.

**20.5.** Termination or expiry of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract, which existed at or before the date of termination or expiry.

**20.6.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **21. Sprememba finančnih pogojev stranke**

Ne glede na zgoraj navedeno ima FANUC pravico začasno prekiniti izpolnjevanje svojih obveznosti, če postanejo finančni pogoji stranke taki, da je izpolnitev nasprotne izpolnitve plačila nadomestila ogrožena.

## **21. Change in Customer's Financial Conditions**

Notwithstanding what is provided above, FANUC shall have the right to suspend the performance of its obligations if the financial conditions of the Customer become such that the fulfillment of the counter-performance of the payment of the consideration is at risk.

## **22. Jezik**

Ti pogoji so napisani v slovenskem in angleškem jeziku. V primeru spora prevlada slovenskem različica.

## **22. Language**

These Conditions are written in Slovenian and English. In the event of a conflict, the Slovenian version shall prevail.

## **23. E-poslovanje**

FANUC lahko sklene veljavne pogodbe s strankami elektronsko. Prav tako je dovoljeno elektronsko skleniti/potrditi kateri koli dokument v zvezi z izvajanjem storitev, usposabljanjem ali dostavo blaga FANUC. To ne velja za odstop od naročila ali pogodbe in/ali razen kadar se uporabijo sankcije in/ali odškodninski zahtevki.

## **23. E-Commerce**

FANUC may conclude valid contracts with Customers electronically. Likewise, it is permitted to electronically conclude/confirm any document related to the implementation of Services, FANUC Training or the delivery of the Goods. This does not apply to withdrawal from an order or contract and/or except where sanctions and/or claims for damages are applied.

## **24. Dodelitev**

Kupčeve pravice in obveznosti po kateri koli pogodbi za dobavo blaga ali storitev se ne prenesejo brez predhodnega pisnega soglasja FANUC.

## **24. Assignment**

The Customer's rights and obligations under any Contract for the supply of goods or services shall not be assigned without FANUC's prior written consent.

**25. Celoten dogovor**

**25.1.** Ti pogoji sestavljajo celotno pogodbo med strankama.

**25.2.** Vsaka stranka potrjuje, da se pri sklenitvi pogodbe ne zanaša na nobeno izjavo, zastopanje, zagotovilo ali jamstvo (ne glede na to, ali je bilo dano nedolžno ali iz malomarnosti), ki ni določeno v pogodbi. Vsaka pogodbeni stranka se strinja, da ne bo imela nobenih zahtevkov za nedolžno ali malomarno napačno navedbo ali napačno navedbo iz malomarnosti na podlagi katere koli izjave v pogodbi.

**26. Odpoved**

**26.1.** Odpoved kateri koli pravici ali pravnemu sredstvu je učinkovita le, če je dana v pisni obliki in se ne šteje za odpoved kateri koli kasnejši pravici ali pravnemu sredstvu.

**26.2.** Zamuda ali neuveljavljanje ali enkratno ali delno uveljavljanje katere koli pravice ali pravnega sredstva ne pomeni odpovedi tej ali kateri koli drugi pravici ali pravnemu sredstvu, niti ne preprečuje ali omejuje nadaljnega uveljavljanja te ali katere koli druge pravice ali pravnega sredstva.

**27. Spremembe**

FANUC si pridržuje pravico do spremembe teh določil in pogojev kadar koli. To ne bo vplivalo na naročila, potrjena pred kakršnimi koli takimi spremembami, glede katerih pa FANUC ni dolžan predhodno obvestiti stranko.

**25. Entire agreement**

**25.1.** These Terms and Conditions constitute the entire agreement between the Parties.

**25.2.** Each Party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**26. Waiver**

**26.1.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

**26.2.** A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**27. Amendments**

FANUC reserves the right to modify these Terms and Conditions at any time. This will not affect Orders confirmed prior to any such modifications, with respect to which, however, FANUC has no obligation to provide prior notice to the Customer.