

Splošni pogoji (SP) za nakup in uporabo izobraževalnih izdelkov FANUC

1. Področje uporabe

- a. Ti splošni pogoji (SP) urejajo nakup in uporabo izobraževalnih izdelkov družbe FANUC Europe GmbH (v nadaljevanju "FANUC") v izobraževalnih ustanovah v Evropski uniji (EU), Združenem kraljestvu, Švici in Turčiji (v nadaljevanju "območje").
- b. Ti splošni pogoji veljajo za vse pogodbe, sklenjene med družbo FANUC in izobraževalno ustanovo (v nadaljevanju "stranka") v zvezi z nakupom in uporabo izobraževalnih izdelkov FANUC.
- c. Splošni pogoji stranke ne postanejo del pogodbe, razen če se družba FANUC z njimi izrecno pisno strinja. Ti splošni pogoji poslovanja nadomeščajo vse nasprotujoče si pogoje in določila.

2. Opredelitve pojmov

- a. "Izobraževalni izdelki" pomenijo vse izdelke, ki jih ponuja družba FANUC, posebej razvite in namenjene za uporabo v izobraževalnih ustanovah, med drugim vključno s paketi za robotiko, paketi CNC, simulacijsko programsko opremo ter pripadajočim gradivom za usposabljanje, dokumentacijo in posodobitvami.
- b. "Odobrene izobraževalne ustanove" so univerze, poklicne šole, centri za usposabljanje in druge izobraževalne ustanove, ki jih je družba FANUC pisno pooblastila za uporabo izobraževalnih izdelkov. Družba FANUC si pridržuje pravico, da po lastni presoji odobri ali zavrne takšno pooblastilo.
- c. "Uporaba" se nanaša na uporabo izobraževalnih izdelkov izključno v nekomercialne izobraževalne namene v odobreni izobraževalni ustanovi, zlasti za raziskave, poučevanje in predstavitev udeležencem, vpisanim v ustanovo.

3. Predmet pogodbe

- a. Družba FANUC ponuja izobraževalne izdelke izključno za nakup in uporabo v odobrenih izobraževalnih ustanovah znotraj območja.
- b. Kupec se zavezuje, da bo kupljene izobraževalne izdelke uporabljal izključno v izobraževalne namene, kot so opredeljeni v tem dokumentu. Komercialna uporaba, ki med drugim vključuje uporabo izdelkov za

General Terms and Conditions (GTC) for the Purchase and Use of FANUC Educational Products

1. Scope

- a. These General Terms and Conditions (GTC) govern the purchase and use of educational products from FANUC Europe GmbH (hereinafter referred to as "FANUC") by educational institutions in the European Union (EU), the United Kingdom, Switzerland, and Turkey (the "Territory").
- b. These GTC apply to all contracts concluded between FANUC and the educational institution (hereinafter referred to as "Customer") regarding the purchase and use of FANUC educational products.
- c. Any general terms and conditions of the Customer shall not become part of the contract unless FANUC has expressly agreed to them in writing. These GTC supersede any conflicting terms and conditions.

2. Definitions

- a. "Educational Products" means all products offered by FANUC specifically developed and designated for use in educational institutions, including, but not limited to, robotics packages, CNC packages, simulation software, and associated training materials, documentation, and updates.
- b. "Approved Educational Institutions" means universities, vocational schools, training centres, and other educational institutions that have been authorized by FANUC in writing to use the Educational Products. FANUC reserves the right to grant or deny such authorization at its sole discretion.
- c. "Use" refers to the deployment of Educational Products solely for non-commercial educational purposes within the Approved Educational Institution, specifically for research, teaching, and demonstration to students enrolled at the institution.

3. Subject Matter of the Contract

- a. FANUC offers Educational Products exclusively for purchase and Use in Approved Educational Institutions within the Territory.
- b. The Customer undertakes to use the purchased Educational Products exclusively for educational purposes as defined herein. Commercial use, including but not limited to, using the products for fee-based training or services, is expressly prohibited.

plačljivo usposabljanje ali storitve, je izrecno prepovedana.

- c. Prenos, nadaljnja prodaja ali posojanje kupljenih izobraževalnih izdelkov tretjim osebam, zlasti podjetjem ali nepooblaščenim izobraževalnim ustanovam, brez predhodnega pisnega soglasja družbe FANUC ni dovoljeno.

4. Nakup in cena

- a. Nakup izobraževalnih izdelkov je na voljo samo odobrenim izobraževalnim ustanovam. Stranka mora na zahtevo družbe FANUC predložiti zadovoljivo dokazilo o svojem statusu izobraževalne ustanove. Družba FANUC si pridržuje pravico do preverjanja takšnega statusa.
- b. Cene izobraževalnih izdelkov so posebne znižane cene, ki so na voljo izključno odobrenim izobraževalnim ustanovam za izobraževalne namene. Nepooblaščen končni uporabnik ali preprodajalec niso upravičeni do teh posebnih cen. Družba FANUC si pridržuje pravico, da te cene kadar koli spremeni.
- c. Nakup izobraževalnih izdelkov vključuje obveznost nekomercialne uporabe, kar pomeni, da je uporaba izobraževalnih izdelkov za komercialno usposabljanje, nadaljnjo prodajo ali najem strogo prepovedana.

5. Dostava in namestitve

- a. Dostava se opravi v skladu s pravili Incoterms 2020, dogovorjenimi v posamezni prodajni pogodbi. Če ni drugače dogovorjeno, se dobava opravi v obliki DAP.
- b. Stranka je dolžna pregledati dobavljene izobraževalne izdelke glede popolnosti, količine in morebitnih vidnih napak takoj po prejemu ter pisno obvestiti družbo FANUC o morebitnih neskladjih ali napakah v petih (5) delovnih dneh po dostavi. Če stranka takšnega obvestila ne pošlje v določenem roku, se šteje, da je dobavljene izdelke sprejela.
- c. Storitve namestitve s strani družbe FANUC niso vključene, razen če je to izrecno pisno dogovorjeno v ločeni pogodbi o namestitvi. Če storitve namestitve opravi družba FANUC, mora stranka zagotoviti ustrezen dostop do mesta namestitve in potrebnih sredstev.

6. Pravice in omejitve uporabe

- a. Po celotnem plačilu dogovorjene nakupne cene stranka prejme neizključno, neprenosljivo in preklicno licenco za uporabo kupljenih izobraževalnih izdelkov izključno v

- c. The transfer, resale, or loan of the purchased Educational Products to third parties, particularly to companies or non-authorized educational institutions, is not permitted without the prior written consent of FANUC.

4. Purchase and Pricing

- a. The purchase of Educational Products is only available to Approved Educational Institutions. The Customer must provide satisfactory proof of its status as an educational institution upon request by FANUC. FANUC reserves the right to verify such status.
- b. The prices for Educational Products are special discounted prices offered exclusively to Approved Educational Institutions for educational purposes. Unauthorized end-users or resellers are not entitled to these special prices. FANUC reserves the right to adjust these prices at any time.
- c. The purchase of Educational Products includes a non-commercial use obligation, meaning that the Use of Educational Products for commercial training, resale, or rental is strictly prohibited.

5. Delivery and Installation

- a. Delivery shall be made in accordance with the Incoterms 2020 agreed upon in the individual sales contract. Unless otherwise agreed, delivery shall be DAP.
- b. The Customer is obligated to inspect the delivered Educational Products for completeness, quantity, and any visible defects immediately upon receipt and to notify FANUC in writing of any discrepancies or defects within five (5) business days of delivery. Failure to provide such notice within the specified timeframe shall be deemed acceptance of the delivered products.
- c. Installation services by FANUC are not included unless explicitly agreed upon in writing in a separate installation agreement. If installation services are provided by FANUC, the Customer shall provide reasonable access to the installation site and necessary utilities.

6. Usage Rights and Restrictions

- a. Upon full payment of the agreed purchase price, the Customer receives a non-exclusive, non-transferable, revocable license to Use the purchased Educational Products solely

- odobreni izobraževalni ustanovi stranke in izključno za dovoljeno uporabo.
- b. Uporaba je dovoljena samo na fizični lokaciji oz. lokacijah odobrene izobraževalne ustanove, ki so navedene v naročilu. Stranka se zavezuje, da brez predhodnega pisnega soglasja družbe FANUC ne bo premestila izobraževalnih izdelkov ali dovolila njihove uporabe zunaj prostorov odobrene izobraževalne ustanove.
- c. Uporaba izobraževalnih izdelkov v kakršne koli komercialne namene, med drugim za plačljivo usposabljanje, svetovanje ali produkcijo, je strogo prepovedana.

7. Garancija in odgovornost

- a. Družba FANUC jamči, da bodo dobavljeni izobraževalni izdelki brez stvarnih napak v izdelavi in materialih dvanajst (12) mesecev od datuma dobave. Ta garancija ne krije običajne obrabe, poškodb zaradi nepravilne uporabe, nesreče, malomarnosti ali nepooblaščenega spreminjanja.
- b. Vse garancijske zahtevke je treba družbi FANUC pisno sporočiti v štirinajstih (14) dneh po odkritju napake in v dvanajstmesečnem (12) garancijskem obdobju.
- c. Edina obveznost družbe FANUC v okviru te garancije je, da po lastni presoji popravi ali zamenja okvarjeni izobraževalni izdelek.
- d. Družba FANUC ni odgovorna za nobeno posredno, naključno, posledično ali posebno škodo, med drugim za izgubljeni dobiček, izgubljene podatke ali motnje poslovanja, ki bi izhajali iz uporabe ali nezmožnosti uporabe izobraževalnih izdelkov ali so z njimi povezani, tudi če je bila družba FANUC opozorjena na možnost takšne škode. Skupna odgovornost družbe FANUC po tej pogodbi je omejena na nakupno ceno, ki jo je stranka plačala za zadevni izobraževalni izdelek.

8. Usposabljanje in podpora

- a. Družba FANUC lahko ponudi didaktično podporo, usposabljanje in učno gradivo za optimalno uporabo izobraževalnih izdelkov. Razpoložljivost in pogoji takšne podpore in usposabljanja so predmet ločene pogodbe.
- b. Usposabljanje, če je zagotovljeno, je namenjeno izključno učiteljem in osebju odobrenih izobraževalnih ustanov, ki jih je pooblastila družba FANUC.

- b. Use is only permitted within the physical location(s) of the Approved Educational Institution specified in the purchase order. The Customer undertakes not to relocate the Educational Products or allow their use outside of the Approved Educational Institution's premises without FANUC's prior written consent.
- c. The Use of the Educational Products for any commercial purposes, including but not limited to, fee-based training, consulting, or production, is strictly prohibited.

7. Warranty and Liability

- a. FANUC warrants that the delivered Educational Products will be free from material defects in workmanship and materials for a period of twelve (12) months from the date of delivery. This warranty does not cover normal wear and tear, damage caused by improper use, accident, negligence, or unauthorized modification.
- b. Any warranty claims must be reported to FANUC in writing within fourteen (14) days of the discovery of the defect, and within the twelve (12) month warranty period.
- c. FANUC's sole obligation under this warranty shall be, at its option, to repair or replace the defective Educational Product.
- d. FANUC shall not be liable for any indirect, incidental, consequential, or special damages, including, but not limited to, lost profits, lost data, or business interruption, arising out of or in connection with the use or inability to use the Educational Products, even if FANUC has been advised of the possibility of such damages. FANUC's total liability under this agreement shall be limited to the purchase price paid by the Customer for the affected Educational Product.

8. Training and Support

- a. FANUC may offer didactic support, training, and teaching materials for the optimal Use of the Educational Products. The availability and terms of such support and training are subject to a separate agreement.
- b. Training, if provided, is exclusively intended for instructors and staff of Approved Educational Institutions authorized by FANUC.

9. Zaščita podatkov in zaupnost

- a. Družba FANUC bo osebne podatke stranke obdelovala v skladu z veljavnimi predpisi o varstvu podatkov. Podrobnosti o postopkih obdelave podatkov družbe FANUC so na voljo v pravilniku o zasebnosti družbe FANUC.
- b. Stranka se zavezuje, da zaupnih informacij, pridobljenih v zvezi z uporabo izobraževalnih izdelkov, ne bo razkrila tretjim osebam brez predhodnega pisnega soglasja družbe FANUC.

10. Pravica družbe FANUC do odkupa

- a. Stranka mora družbi FANUC ponuditi možnost odkupa izobraževalnih izdelkov, preden jih poskuša prenesti, ponovno prodati ali odstraniti.
- b. Stranka mora družbo FANUC pisno obvestiti, če namerava prenehati uporabljati izobraževalni izdelek, in predložiti ustrezno dokumentacijo o njegovem stanju.
- c. Družba FANUC si pridržuje pravico, da izobraževalni izdelek odkupi po ceni, določeni glede na njegovo stanje, starost in tržno vrednost. Družba FANUC svojo odločitev stranki sporoči v razumnem roku.
- d. Če družba FANUC odkloni odkup, lahko stranka uporabi druge možnosti prodaje, če so te v skladu z omejitvami, določenimi v teh splošnih pogojih.

11. Končne določbe

- a. Ta sporazum urejajo in tolmačijo zakoni države, v kateri je regionalni sedež družbe FANUC za ozemlje, pri čemer so izključena načela kolizijskega prava.
- b. Za vse spore, ki izhajajo iz te pogodbe ali so z njo povezani, so izključno pristojna sodišča v mestu, kjer je regionalni sedež družbe FANUC za področje ozemlja.
- c. Če se katera koli določba teh splošnih pogojev poslovanja izkaže za neveljavno ali neizvršljivo, ostale določbe ostanejo v celoti veljavne. Neveljavna ali neizvršljiva določba se nadomesti z veljavno in izvršljivo določbo, ki je najbližje ekonomskemu namenu neveljavne ali neizvršljive določbe.
- d. Ti splošni pogoji predstavljajo celoten sporazum med strankama glede predmeta teh pogojev in nadomeščajo vsa predhodna ali sočasna ustna ali pisna sporočila in predloge.

9. Data Protection and Confidentiality

- a. FANUC will process the Customer's personal data in accordance with applicable data protection regulations. Details of FANUC's data processing practices are available in FANUC's privacy policy.
- b. The Customer undertakes not to disclose confidential information obtained in connection with the Use of Educational Products to third parties without FANUC's prior written consent.

10. FANUC's Right of Repurchase

- a. The Customer is obligated to offer FANUC the option to repurchase the Educational Products before attempting to transfer, resell, or dispose of them.
- b. The Customer must notify FANUC in writing if they intend to cease using an Educational Product and provide relevant documentation regarding its condition.
- c. FANUC reserves the right to repurchase the Educational Product at a price determined based on its condition, age, and market value. FANUC shall communicate its decision to the Customer within a reasonable timeframe.
- d. If FANUC declines the repurchase, the Customer may proceed with other disposal options, provided that they comply with the restrictions set forth in these GTC.

11. Final Provisions

- a. This agreement shall be governed by and construed in accordance with the laws of the country where FANUC's regional headquarters for the Territory is located, excluding its principles of conflicts of law.
- b. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be the courts located in the city where FANUC's regional headquarters for the Territory is located.
- c. If any provision of these GTC is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic intent of the invalid or unenforceable provision.
- d. These GTC constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether oral or written.

Veljavno od: Februar 2025

Effective: February 2025