

Sales Terms & Conditions

1. Interpretation

1.1 In these Conditions 'EQUIPMENT' means the goods which the Seller is to supply in accordance with these Conditions; 'SELLER' means ASTEL d.o.o.; 'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller; 'CONTRACT' means the contract for the purchase and sale of the Equipment; 'WRITING' includes e-mail, facsimile transmission and comparable means of communication.

2. Basis of the Sale

2.1 The Seller shall sell and the Buyer shall purchase the Equipment in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 Any variations to these conditions are invalid unless confirmed by the Seller in Writing.

2.3 Any advice or recommendation given by the Seller to the Buyer as to the storage, application or use of the Equipment which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk.

2.4 Any error or omission in any information or document issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders or Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller (or ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Equipment within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The Seller reserves the right to make any changes in the specification of the Equipment which do not materially affect its quality or performance.

4. Price of the Goods

4.1 All prices of the Equipment are quoted in Euro, including packaging.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Equipment provided that the Buyer may give notice within 48 hours of the Seller's notice cancelling the order in which event neither party shall be under any further obligation to the other except insofar as it has already accrued.

4.3 All prices are given by the Seller on an ex-works basis, and where the Seller agrees to deliver the Equipment otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport and insurance.

4.4 The price is exclusive of any applicable value added tax (VAT), which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of Payment

5.1 Goods supplied shall be payable as previously agreed between the Seller and the Buyer. The date of payment shall be the date when the money is received by the Seller or credited to the Seller's account. The right to assert any further claims for damages in case of default in payment shall remain unaffected.

5.2 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries to the Buyer.

6. Delivery

6.1 Any dates quoted for delivery of the Equipment is approximate only and the Seller shall not be liable for any delay in delivery of the Equipment however caused. Time for delivery shall not be of the essence of the contract unless previously agreed by the Seller in writing. The Equipment may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.2 If the Buyer fails to take delivery of the Equipment or fails to give the Seller adequate delivery instructions at the time stated for delivery or fails to make any payment due prior to delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Equipment until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.

7. Risk and Property

7.1 Risk of damage to or loss of the Equipment shall pass to the Buyer at the time of delivery or if the buyer wrongfully fails to take delivery of the Equipment, the time when the Seller tendered delivery of the Equipment.

7.2 Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of these Conditions, the property in the Equipment shall not pass to the Buyer until the Seller has received payment in full of the price of the Equipment and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Equipment passes to the Buyer, the Buyer shall hold The Equipment as the Seller's fiduciary agent and bailee, and shall keep the Equipment separate from those of the Buyer and third parties and the property stored, protected and insured and identified as the Seller's property, but shall be entitled to resell or use the Equipment in the ordinary course of its business.

7.4 Until such time as the property in the Equipment passes to the Buyer (and provided the Equipment is still in existence and has not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Equipment to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Equipment is stored and repossess the Equipment.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Equipment which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8. Warranties and Liability

8.1 Subject to the conditions set out below, the Seller warrants that the Equipment will be fully functional for its intended purpose at the time of delivery and for such period after delivery as is specified by the Seller at the time of sale.

8.2 This warranty is given by the Seller subject to the following conditions:

8.2.1 the Seller shall be under no liability in respect of any specification supplied by the Buyer:

8.2.2 the Seller shall be under no liability in respect of any defect arising from wilful damages, negligence, abnormal working conditions, failure to follow the Seller's instructions and recommendations (whether oral or in writing) or misuse of the Equipment.

8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Equipment has not been paid by the due date for payment or the Buyer is in any other respect in material breach of any of these conditions:

8.2.4 The Equipment integrity seals must remain undisturbed and the Equipment must remain unmodified and no previous repair or attempted repair (other than by or with the Seller's written consent) must have been undertaken.

8.3 The Buyer must notify the Seller of any defect eligible for remedy under this warranty within 14 days of discovering the defect. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Equipment and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Equipment had been delivered in accordance with the Contract.

8.4 Where a valid warranty claim is made the relevant Equipment shall be returned to the Seller at the expense of the Buyer and shall be redelivered within the EU after rectification to the Buyer at the expense of the Seller:

8.5 Equipment the subject of warranty repair will carry in respect of the repair a warranty for a period of two months from the date of redelivery to the Buyer.

8.6 Where any valid claim in respect this warranty is made, the Seller shall be entitled to repair the Equipment, replace the Equipment (or the part in question) or, at the Seller's sole discretion, refund to the Buyer the price of the Equipment (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

8.7 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever whether caused by the negligence of the Seller, its employees or agents otherwise which arise out of or in connection with the supply of the Equipment or its use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Equipment, except as expressly provided in these Conditions.

8.8 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Equipment if the delay or failure was due to any cause beyond the Seller's reasonable control.

9. Insolvency of Buyer

9.1 This clause applies if:

9.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer: or

9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Equipment have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. Export Terms

10.1 Where the Equipment is to be exported from Slovenia the Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Equipment into the country of destination and for the payment of any duties on them.

11. General

11.1 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.2 The Contract shall be governed by the laws of Slovenia, and the Buyer agrees to submit to the exclusive jurisdiction of the Slovene courts.