

1. Introduction

In this document General Terms and Conditions of Company ASRUK d.o.o. are presented. These Conditions become effective on 23rd of September 2024.

These General Conditions of Sale apply to all offers, quotations, order confirmations, orders, contracts, deliveries and services between the Company and the Buyer. No purchase conditions or other terms of the Buyer shall be applicable. No variation, addition or deletion made to these General Conditions of Sale shall be deemed valid unless otherwise agreed in written and signed by a duly authorized representative of the Company.

By placing an order with ASRUK d.o.o., the Customer acknowledges that they have read, understood, and agreed to these General Terms and Conditions.

The Customer further confirms that these Terms will govern the sale and purchase of the products, and no other terms shall apply unless explicitly agreed upon in writing by both parties.

The placement of an order constitutes a binding agreement between the Customer and the Company, and it signifies the Customer's acceptance of these Terms in full.

2. Definitions

"**Agreement**" refers to any written contract or agreement, also verbal, between the Company and the Buyer in relation to the Goods. If there is no written Agreement, the Agreement is concluded when the Buyer's order corresponds to the Company's offer, or the Company confirms the Buyer's order.

"**Buyer**" refers to a party that acquires the Goods from the Company.

"**Goods**" refers to all or any part of the products sold or to be sold by the Company to the Buyer.

"**Company**" refers to ASRUK d.o.o. or any affiliated company which is a party to the Agreement.

3. Offer

Each quotation and/or offer is valid for 30 days from the date such quotation and/or offer was given, unless otherwise stipulated by the Company in writing.

All documents and information disclosed by the Company remain the property of the Company and may not be used by the recipient for any other purpose than for which they were disclosed for by the Company.

4. Prices

1. Prices are in Euro's [€] and are exclusive of taxes, duties and shipping costs unless otherwise specified.
2. The company reserves the right to adjust prices before order confirmation due to changes in market conditions or material costs.

5. Orders

1. All orders must be submitted in writing or via electronic communication.
2. The company reserves the right to accept or reject any order. Orders are confirmed only upon issuance of an order confirmation by the Company.

6. Payment terms

1. Unless otherwise is agreed, the payment terms for confirmation of the order are a 100% prepayment for all orders within the validity period of 30 days from the date of the offer.
2. Orders will not be processed or confirmed until the full payment has been received by the Company.
3. If payment is not made within the specified period, the Company reserves the right to cancel the order without liability or further obligation.
4. Payments can be made via bank transfer, or any other method agreed upon in writing by the Company.
5. All payments must be made in Euro's [€], and any transaction fees or currency conversion costs are the responsibility of the Customer.
6. All prepayments are non-refundable unless the Company is unable to fulfil the order due to reasons attributable to the Company.
7. The Company shall be entitled to interests for delayed payments from the date on which the payment was due until the actual payment date and to compensation for recovery costs (if any). The rate of the late payment interest is 8 percentage points above the rate of the main refinancing facility of the European Central Bank in force from time to time.

7. Delivery

Delivery times are estimates and are not guaranteed.

Delays caused by factors outside the Company's control (e.g., shipping, customs) do not constitute a breach of contract.

Title and risk of loss pass to the Buyer upon delivery to the carrier.

8. Acceptance

Upon receipt of the products, the Customer must inspect the shipment for any defects or discrepancies.

The Customer is required to notify the Company in writing within 10 working days of delivery if the products do not conform to the order.

Failure to provide timely notice will be considered as acceptance of the products, and the Company will not be liable for any defects or discrepancies reported afterward.

9. Warranty

Company warrants that the Goods will substantially conform to Company's Datasheets, or to such other specifications the parties have agreed upon in writing. Company will at its sole option repair or replace the Goods which have been properly used (in accordance with valid Manual) and that manufacturing defect (faulty materials or workmanship) has been proved, within a period of 12 months from the delivery date. The repair or replacement shall benefit from a new period of warranty (of 12 months) from the delivery date of the repaired or replaced Goods.

Company is not liable for the quality, performance, or fitness for purpose of any hardware manufactured or software licensed by a third party that are stand-alone items or otherwise external or supplied as an option to the Goods. However, Company will endeavour to pass on to Buyer the benefit of any warranty received by Company from its supplier.

The warranty shall be void and of no effect if the following are performed & found on the motor:

- (1) The motor has been subjected to improper installation, storage, or handling; as well as any abuse unsuitable for the motor.
- (2) The motor was subjected to an unauthorized repair.
- (3) The motor was subject to any water damage.
- (4) The motor was engaged above its rated load.
- (5) The motor lacked reasonable & necessary maintenance.
- (6) The motor usage was not according to its installation manual
- (7) Improper packaging for return.

Company does not cover the cost of installation, removal, or re-testing of the new or repaired products.

Company will not be liable for any costs or damage incurred by its customers in the removal or replacement of defective products from units in which the products have been assembled.

When processing a warranty claim, please contact Company support and provide the following:

- Original nameplate from the failed motor.
- Copy of the original invoice or invoice # for the failed motor.
- Brief description of the warranty claim.
- Please send request no later than 30 days after failure.

10. Returns and Cancellations

No returns will be accepted without prior written approval from the Company.

Orders may be cancelled only with the Company's written consent and cancellation fees may apply.

11. The use of goods

The Customer agrees to use the products solely for their intended purpose as specified in the product documentation provided by the Company.

Any modifications or alterations to the products must receive prior written approval from the Company.

The Customer is responsible for ensuring that the use of the products complies with all applicable laws, regulations, and industry standards.

The Company disclaims any liability for damages resulting from the Customer's failure to adhere to such regulations. The Customer is responsible for the proper maintenance and care of the products to ensure optimal performance and longevity.

The Customer may not transfer or resell the products without prior written consent from the Company.

Any unauthorized transfer may result in the termination of warranties and support services.

All original markings, labels, and identification provided by the Company must always remain intact and visible on the products.

The Customer and any authorized personnel are prohibited from adding, altering, or removing any markings or labels on the products without the Company's prior written consent.

12. Intellectual Property Rights

All intellectual property rights, including but not limited to patents, trademarks, copyrights, designs, and trade secrets related to the products and any associated documentation, are owned exclusively by ASRUK d.o.o.

The Customer acknowledges that no ownership rights or licenses are granted to them, except as expressly provided in these Terms.

Any use of the Company's trademarks must be pre-approved in writing and should not create any misleading impressions regarding the relationship between the Customer and the Company.

The Customer agrees to take all necessary steps to protect the Company's intellectual property rights and to promptly notify the Company of any unauthorized use or infringement.

The Company reserves the right to take legal action against any third-party infringing on its intellectual property rights.

The Customer agrees to keep all proprietary information related to the products and the Company's business confidential and will not disclose it to any third party without the Company's prior written consent.

This obligation shall survive the termination of the relationship between the Customer and the Company.

13. Limitation of Liability

The Company shall not be liable towards the Buyer for any loss of profits, loss of production, loss of use, loss of revenue, loss of contract or opportunity, loss of goodwill, or for any other special, indirect or consequential loss or damage.

The Company's aggregate liability for any damage it has caused is limited to the selling price of the Goods paid by the Buyer.

The Buyer has at any time the full responsibility to ensure suitability of the Goods and do necessary tests before use.

The Company shall not be liable for damage to property caused by the Goods, or any damages caused by using the Goods.

Where Buyer resells the Goods by incorporation into Buyer's products, Buyer shall indemnify Company against any third-party claims arising out of defects in Buyer's products

14. Force Majeure

The Company is not responsible for delays or failure to perform caused by events beyond its reasonable control, including but not limited to acts of God, labour disputes, and supply chain disruptions.

15. Export control

A Company's acceptance of Buyer's order is conditional on the receipt of any export licence, permit, answer to a rating enquiry from the applicable government(s), or other documentation required by the relevant authorities to comply with applicable export controls. Buyer acknowledges that Company's compliance with such export controls may delay a shipment and, without prejudice to Condition 4A, agrees that Company is not liable for such delay.

If Buyer intends to export or re-export any item after receipt from Company (including deemed exports), Buyer shall request and obtain all necessary licences for the use and/or export of the item.

Where Buyer resells the Goods to the third party, the third party should send the defected Goods to the Buyer and then the Buyer should send the Deliverables back to the Company for the repair.

All costs associated with compliance with export control laws and regulations, including obtaining licenses or permits, are the sole responsibility of the Customer and shall not be borne by the Company.

The Company shall not be liable for any violations of export control laws by the Customer.

16. General

If any term or provision of the Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of the Conditions or invalidate or render unenforceable such term or provision in any other Jurisdiction.

Company's failure or delay to insist upon strict performance of any provision of the Conditions, or to exercise any right or remedy provided under the Conditions or by law, shall not be deemed to be a waiver thereof, or of any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Proper Law

The Conditions and any dispute or claim arising from or in connection with them shall be governed by and interpreted in accordance with Slovenian law and Buyer irrevocably submits to the exclusive jurisdiction of the Slovenian courts, but Company may enforce the Conditions in any jurisdiction.

The application of the 1980 United Nations Convention on Conditions for the International Sale of Goods is expressly excluded.