



 Riko Ribnica® d.o.o.  
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## SPLOŠNI PRODAJNI POGOJI

*Veljavno od 1.1.2021*

## GENERAL SELLING CONDITIONS

*Valid from 1.1.2021*

#### **CENE IN NAROČILA:**

Cene so brez davka na dodano vrednost in se lahko spremenijo brez predhodnega obvestila. Aktualni cenik samodejno nadomesti in razveljavi vse prejšnje cenike. Samo naročila v pisni obliki so pravno zavezujoča (za pisno potrditev šteje potrditev po pošti in elektronski pošti), vsaka druga oblika mora imeti pisno potrditev podjetja Riko Ribnica.

#### **DOBAVNI POGOJI IN KAZNI:**

Izvoz (ex-Works) iz tovarne Riko Ribnica, Lepovče 23, 1310 Ribnica, Slovenija.

Kupec nosi tveganje in nevarnost med prevozom blaga. Kupec je dolžan prevzeti pripravljeno naročilo v 10 dneh od obvestila, sicer si podjetje Riko Ribnica pridržuje pravico do dneva kazni (za podrobnejšo razlago klavzule ex works, se uporabljajo določila Mednarodne trgovinske zbornice Incoterms 2010).

#### **POŠILJANJE IN PAKIRANJE:**

Vsi stroji so pred odpremo pregledani, preizkušeni in ustrezno zapakirani. Zaradi skladiščenja ali prevoza se lahko nekateri stroji dostavijo delno razstavljeni; stroške montaže ali pakiranja v tem primeru prevzame kupec.

#### **PLAČILO:**

Plačilo je treba opraviti v skladu z dogovorjenimi pogoji. V primeru zamude, tudi delne, ima podjetje Riko Ribnica d.o.o. pravico ustaviti nadaljnjo dobavo in je upravičeno do celotnega zneska, vključno z obrestmi. Dokler plačilo ni izvršeno, ostane Riko Ribnica lastnik dobavljenega blaga.

#### **GARANCIJA:**

Riko Ribnica d.o.o. jamči za novo blago lastne proizvodnje dvanajst mesecev od datuma dobave.

Garancija ne zajema:

- Običajne obrabe delov (hitra in stalna obraba), kot so filtri, lopatice, ležaji, obrabni trakovi, jermeni, kabli, cevi, deli menjalnika itd.

V teh dvanajstih mesecih se podjetje Riko Ribnica d.o.o. zavezuje, da bo brezplačno zamenjalo dele, ki jih je potrdil njihov tehnični in servisni oddelek, pri čemer niso vključeni drugi stroški, kot so stroški dela, prevoza in pakiranja, ki ostanejo kupcu.

#### **PRICES AND ORDERS:**

Prices are value-added tax excluded and can be modified without notice. The present price list automatically replaces and cancels all previous ones. Only orders in written form are legally binding (written confirmation is deemed to be confirmation by post and email), every other form must have Riko Ribnica written confirmation.

#### **DELIVERY TERMS AND PENALTIES:**

Ex-works from the factory Riko Ribnica, Lepovče 23, 1310 Ribnica, Slovenia.

Buyer is carrying the risk and danger during transportation of the goods. The buyer is obliged to take over the prepared order within 10 days from the notification, otherwise, the company Riko Ribnica reserves the right to a penalty day (for a more detailed interpretation of the ex works clause, the provisions of the International Chamber of Commerce Incoterms 2010 apply).

#### **SHIPMENT AND PACKAGING:**

All machines are inspected, tested, and properly packed before shipment. For storage or transport reasons some machines can be delivered partially dismantled; mounting or packaging costs are in this case taken over by the buyer.

#### **PAYMENT:**

Payment has to be made as per agreed terms. In case of delaying, even partial Riko Ribnica d.o.o. has the right to stop any further supply and is entitled to the full amount including interests. Until payment is fulfilled Riko Ribnica stays the owner of the delivered goods.

#### **GUARANTEE:**

Riko Ribnica d.o.o. guarantees the new goods of own manufacture for twelve months from the delivery date.

The guarantee does not cover:

- Normal wear of parts (quick and constant wear), such as filters, flails, bearings, wearing stripes, belts, cables, hoses, transmission parts, etc.

During these twelve months, Riko Ribnica d.o.o. agrees to replace free of charge the parts confirmed by their technical and service department, not included are other costs as labour, transport, and packaging which remain to the buyer.

**GARANCIJA PRENEHA VELJATI:**

- Nepravilna ali neustrezna uporaba stroja.
- Kakršne koli spremembe na stroju, ki niso bile izvedene ali odobrene s strani proizvajalca.
- malomarnost ali neizkušenost uporabnika kot (neuporaba originalnih delov Riko Ribnica).
- Nezdostni servisni pregledi in nepravilna uporaba v posebno težkih pogojih ali v neskladju z navodili za uporabo zaradi posegov ali posegov, ki jih prodajalec ni odobril.
- Uporaba stroja na način, ki ni v skladu z navodili za uporabo in vzdrževanje.
- Uporaba neoriginalnih nadomestnih delov.
- Uporaba neopredeljenih, ne predpisanih maziv.
- Neizvajanje načrtovanega vzdrževanja.
- Popravila, ki jih ni opravila pooblaščen delavnica, ali posegi, opravljeni brez predhodnega dovoljenja podjetja Riko Ribnica.
- Nepooblaščen električne in/ali mehanske spremembe.
- Za morebitno škodo zaradi izgube zaslужka.
- Za morebitno škodo na osebni lastnini.
- Za zamenjave ali najemnine.

Prodajalec ni odgovoren za kakršno koli neposredno in/ali posredno izgubo ali škodo, zlasti v povezavi z izpadom proizvodnje zaradi kakršne koli okvare zaradi nepravilne uporabe stroja zunaj predvidene uporabe. neizvajanje pregledov in rednega in/ali načrtovanega vzdrževanja v določenih časovnih presledkih ter neupoštevanje zakonov o preprečevanju nesreč sta zadostna razloga za razveljavitev in veljavnost katere koli veljavne oblike garancije. V času nedelovanja stroja stranka ne sme pričakovati nadomestila in/ali povračila stroškov in/ali neposredne in/ali posredne škode po okvarah zaradi zgoraj omenjenih popravil in/ali zamenjave.

To velja tudi za poškodbe zaradi nepravilnega ravnanja, skladiščenja, montaže, drugih zunanjih vplivov, vremena ali višje sile (npr. naravnih nesreč).

Zamenjani deli ostanejo last prodajalcev in jih je treba kupcu vrniti s poštnino in plačano embalažo.

Po presoji podjetja Riko Ribnica lahko okvarjene dele zamenja z novimi ali jih popravi podjetje Riko Ribnica ali njegovi dobavitelji. Kupec je moral na oglaševani napravi izvajati tudi načrtovano vzdrževanje.

**GUARANTEE INVALIDATE:**

- Incorrect or improper use of the machine.
- Any modifications to the machine not carried out or approved by the manufacturer.
- Negligence or inexperience of the user as (not use of original Riko Ribnica parts).
- Insufficient service inspections and improper use in particularly difficult conditions or inconsistent with the instructions for use due to interventions or interventions the seller did not approve.
- Use the machine in a way that does not comply with the instructions for use and maintenance.
- Use of non-original spare parts.
- Use of unspecified, non-prescribed lubricants.
- Failure to perform scheduled maintenance.
- Repairs not carried out by an authorized workshop or interventions carried out without the prior permission of the company Riko Ribnica.
- Unauthorized electrical and/or mechanical changes.
- For possible damages due to loss of earnings.
- For any damage to personal property.
- For exchanges or rents.

The seller is not liable for any direct and/or indirect loss or damage, in particular in connection with the lack of production due to any failure due to improper use of the machine, outside the intended use. failure to perform inspections and routine and/or scheduled maintenance at specified intervals and non-compliance with accident prevention laws will be sufficient grounds for annulment and validity of any applicable form of warranty. During the period of inactivity of the machine, the customer must not expect compensation and/or reimbursement of costs and/or direct and/or indirect damage after defects due to the above-mentioned repairs and/or replacement.

This also applies to damage due to improper handling, storage, assembly, other external influences, weather, or force majeure (e.g., natural disasters).

Replaced parts remain the property of the sellers and must be returned to the buyer with postage and paid packaging.

At the discretion of Riko Ribnica, the defective parts can be replaced with new ones or repaired by Riko Ribnica or its suppliers. The customer also had to perform the planned maintenance on the advertised device.

**REZERVNI DELI:**

Pri tem je treba razlikovati med rezervnimi deli, ki so vgrajeni/spremenjeni v garancijskem obdobju, in tistimi, ki so zamenjani zunaj garancijskega obdobja. Rezervni deli, ki so vključeni/spremenjeni med garancijskim obdobjem; v tem primeru je namestitev delov namenjena popravilu blaga, zato zamenjani deli nimajo samostojnega garancijskega obdobja. Garancija ostane vezana na izdelek, v katerega je vgrajena.

- Rezervni deli so vgrajeni/zamenjani zunaj garancijskega obdobja; v tem primeru za zamenjani "kos" velja dogovorjena 12-mesečna garancija.
- Kakršna koli odgovornost podjetja Riko ali trgovca za vplive na kakovost izdelka je izrecno izključena, odgovornost ni nadomeščena z zgoraj navedeno garancijo. izdelka ali njegovih napak, kot so škoda (zaradi okvare stroja ali izgube dohodka) ali stroški, stroški napak so prav tako izključeni, prav tako ni mogoče prekiniti pogodbe ali prekiniti (ali zmanjšati) plačil, saj je obveznost podjetja Riko Ribnica omejena na popravilo in zamenjavo delov v okviru garancije.

**SPOR:**

Kupec in Riko Ribnica d.o.o. bosta morebitne spore reševala po mirni poti, v primeru, da spor ne bo rešljiv po mirni poti, pa se za njegovo presojo uporablja slovenska zakonodaja, za samo presojo pa je določeno stvarno pristojno sodišče v Ljubljani.

**SPREMEMBE:**

Riko Ribnica d.o.o. si v nenehni želji po izboljšavah izdelkov pridržuje pravico do nenapovedanih sprememb in modifikacij. V tem primeru kupec nima pravice do preklica pogodbenega naročila.

**TEHNIČNA DOKUMENTACIJA IN VARNOST:**

Varnost nejavne dokumentacije: Kupec mora vrniti vse risbe in druge dokumente zaupne narave, ki jih je posredoval svojemu oziroma končnemu kupcu. Kupec se zavezuje, da bo kot poslovno skrivnost varoval, vse nejavne poslovne in tehnične podatke, za katere bo izvedel v okviru poslovnega razmerja. Vsa spremljajoča dokumentacija, kot so navodila za uporabo, katalogi rezervnih delov itd. je na voljo izključno kupcu na spletni strani podjetja Riko Ribnica [www.rikoribnica.com](http://www.rikoribnica.com).

**SPARE PARTS:**

It is important to distinguish between spare parts that are installed/replaced during the warranty period and those that are replaced outside of the warranty period. Spare parts included/replaced during the warranty period; in this case, the installation of the parts is intended for the repair of the goods, so the replaced parts do not have an independent warranty period. The warranty remains attached to the product in which it is installed.

- Spare parts are installed/replaced outside the warranty period; in this case, the replaced "piece" will be subject to the agreed 12-month warranty
- Any liability of Riko or the trader for the effects on the quality of the product is expressly excluded, the liability is not replaced by the above-mentioned warranty. the product or its defects, such as damage (due to machine failure or loss of income) or expenses, the costs of defects are also excluded, nor can the contract be terminated or payments suspended (or reduced), as Riko Ribnica's obligation is limited to repair and replacement of parts under warranty.

**DISPUTE:**

The Buyer and Riko Ribnica d.o.o. shall settle any disputes amicably, and in the event that the dispute cannot be settled amicably, Slovenian law shall apply, and the court of competent jurisdiction in Ljubljana shall have jurisdiction over the dispute.

**MODIFICATIONS:**

In the constant desire for product improvements, Riko Ribnica d.o.o appropriates the right to unannounced changes and modifications. In this case, the buyer has no right to cancel the contract order.

**TECHNICAL DOCUMENTATION AND SECURITY:**

Security of non-public documentation: The buyer must return all drawings and other documents of a confidential nature, which he forwarded to his or the end customer. The Buyer undertakes to protect as a trade secret all non-public business and technical information of which it becomes aware in the course of the business relationship. All accompanying Documentation as operating manual, spare parts catalogues, etc., is available exclusively for the buyer on the Riko Ribnica internet page [www.rikoribnica.com](http://www.rikoribnica.com).