




 Riko Ribnica® d.o.o.
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Splošni prodajni pogoji

Veljavno od 1.1.2023

General selling conditions

Valid from 1.1.2023

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. Naročila v pisni obliki so edina pravno zavezujoča (za pisno potrditev se šteje potrditev po pošti in elektronski pošti); vse druge oblike naročil morajo imeti pisno potrditev s strani 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 roku 10 dni od prejema obvestila; v nasprotnem primeru si podjetje Riko Ribnica pridržuje pravico do zaračunavanja dnevni penali. 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 dodatnega 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. Dobljeno blago ostane last podjetja Riko Ribnica, dokler plačilo ni v celoti izvršeno.

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 času trajanja dvanajstmesečne garancijske dobe se podjetje Riko Ribnica d.o.o. zavezuje, da bo brezplačno zamenjalo dele, ki jih je potrdil njihov tehnični in servisni oddelek. Vendar pa drugi stroški, kot so stroški dela, prevoza in pakiranja, ostanejo v odgovornosti kupca.

PRICES AND ORDERS:

Prices are excluding value-added tax and are subject to change without prior notice. The current price list automatically supersedes and invalidates all previous price lists. Orders in written form are the only legally binding ones (confirmation by mail and email is considered valid); all other forms of orders must have a written confirmation from Riko Ribnica company.

DELIVERY TERMS AND PENALTIES:

Export (Ex-Works) from the Riko Ribnica factory, Lepovče 23, 1310 Ribnica, Slovenia.

The buyer bears the risk and danger during the transportation of the goods. The buyer is obliged to take over the prepared order within 10 days from the receipt of the notification; otherwise, Riko Ribnica company reserves the right to charge daily penalties. For a more detailed explanation of the "ex works" clause, the provisions of the International Chamber of Commerce Incoterms 2010 are applied.

SHIPMENT AND PACKAGING:

All machines are inspected, tested, and properly packaged before shipment. Due to storage or transportation, some machines may be delivered partially disassembled; in such cases, the buyer is responsible for the costs of assembly or additional packaging.

PAYMENT:

Payment must be made according to the agreed terms. In case of any delay, even partial, Riko Ribnica d.o.o. reserves the right to suspend further deliveries and is entitled to the full amount, including interest. The delivered goods remain the property of Riko Ribnica until payment is made in full.

GUARANTEE:

Riko Ribnica d.o.o. provides a twelve-month warranty for new goods of their own production from the date of delivery.

The warranty does not cover:

- Normal wear and tear of parts (rapid and constant wear), such as filters, blades, bearings, wear belts, belts, cables, pipes, gearbox parts, etc.

During the twelve-month warranty period, Riko Ribnica d.o.o. commits to replace the parts approved by their technical and service department free of charge. However, other expenses such as labor costs, transportation, and packaging remain the responsibility of 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 je 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.
- Morebitna škoda zaradi izgube zaslужka.
- Morebitna škoda na osebni lastnini.
- 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 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 mora izvajati načrtovano vzdrževanje na oglaševani napravi.

GUARANTEE INVALIDATE:

- Improper or inadequate use of the machine.
- Any modifications to the machine that were not carried out or approved by the manufacturer.
- Negligence or inexperience of the user, such as the use of non-original Riko Ribnica parts.
- Insufficient service inspections and improper use in particularly challenging conditions or contrary to the user manual, due to interventions not authorized by the seller.
- Use of the machine in a manner not in accordance 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 performed without prior approval from Riko Ribnica company.
- Unauthorized electrical and/or mechanical changes.
- Any potential loss of profit.
- Any potential damage to personal property.
- Replacements or rentals.

The seller is not liable for any direct and/or indirect loss or damage, especially related to production downtime due to any malfunction caused by improper use of the machine outside of its intended use. Failure to conduct inspections and regular and/or scheduled maintenance at specified intervals and failure to comply with accident prevention laws are sufficient reasons for the invalidation and nullification of any valid form of warranty. During the machine's downtime, the customer may not expect compensation and/or reimbursement of costs and/or direct and/or indirect damages arising from the aforementioned repairs and/or replacements.

This also applies to damages caused by 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 company, defective parts can be replaced with new ones or repaired by Riko Ribnica company or its suppliers. The customer must perform planned maintenance on the advertised device.

REZERVNI DELI:

Razlikujemo med rezervnimi deli, ki so vgrajeni ali zamenjani med garancijskim obdobjem, in tistimi, ki so zamenjani zunaj garancijskega obdobja.

Rezervni deli, ki so vgrajeni ali zamenjani med garancijskim obdobjem: V primeru, ko so rezervni deli vgrajeni ali zamenjani med garancijskim obdobjem, velja garancija za popravljeno blago. Vendar zamenjani deli ne pridobijo samostojnega garancijskega obdobja, saj se garancija še vedno nanaša na izdelek, v katerega so bili vgrajeni ti rezervni deli.

Rezervni deli, ki so vgrajeni ali zamenjani zunaj garancijskega obdobja: V tem primeru velja dogovorjena 12-mesečna garancija za zamenjane dele.

Odgovornost podjetja Riko ali trgovca za vplive na kakovost izdelka je izrecno izključena. Zgoraj navedena garancija ne nadomešča nobene druge odgovornosti. Podjetje Riko ne prevzema odgovornosti za morebitne škode zaradi okvare stroja, izgube dohodka, stroškov napak ali kakršnih koli drugih stroškov. Prav tako ni mogoče prekiniti pogodbe 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.

SPARE PARTS:

We distinguish between spare parts that are installed or replaced during the warranty period and those that are replaced outside the warranty period.

Spare parts installed or replaced during the warranty period: In the case where spare parts are installed or replaced during the warranty period, the warranty applies to the repaired goods. However, the replaced parts do not acquire an independent warranty period, as the warranty still pertains to the product into which these spare parts were installed.

Spare parts installed or replaced outside the warranty period: In this case, a pre-agreed 12-month warranty applies to the replaced parts.

Riko company's or the merchant's liability for impacts on product quality is expressly excluded. The above-stated warranty does not replace any other liability. Riko company does not assume responsibility for any damages due to machine failure, loss of income, error costs, or any other expenses. Furthermore, the contract cannot be terminated or payments reduced since Riko Ribnica's obligation is limited to repair and replacement of parts within the scope of the warranty.

DISPUTE:

The buyer and Riko Ribnica d.o.o. will attempt to resolve any disputes amicably. In the event that a dispute cannot be resolved through peaceful means, Slovenian law shall apply to its resolution, and the competent court in Ljubljana is designated for the jurisdiction.

MODIFICATIONS:

Riko Ribnica d.o.o. reserves the right to make unannounced changes and modifications in its continuous pursuit of product improvements. In such cases, the buyer does not have the right to cancel the contractual order.

TECHNICAL DOCUMENTATION AND SECURITY:

Security of confidential documentation: The buyer must return all drawings and other confidential documents to their respective or final customer. The buyer undertakes to treat all non-public business and technical information, which they become aware of within the scope of the business relationship, as a trade secret. All accompanying documentation, such as user manuals, spare parts catalogs, etc., is exclusively available to the buyer.

SPREMEMBE SPLOŠNIH PRODAJNIH POGOJEV:

Podjetje Riko Ribnica si pridržuje pravico do spremembe teh dodatnih pogojev brez predhodnega obvestila, zato kupca naprošamo, da redno preverja morebitne spremembe na spletni strani podjetja Riko Ribnica.

CHANGES TO GENERAL SALES TERMS:

Riko Ribnica reserves the right to modify these additional conditions without prior notice. Therefore, we kindly ask the buyer to regularly check for any potential changes on Riko Ribnica's website.