

SPLOŠNI POGOJI POSLOVANJA IN PREDELAVE MATERIALOV

KRM PLASTICS.SI d.o.o.

1. SPLOŠNA DOLOČILA

Ti splošni pogoji poslovanja in predelave materialov (v nadaljevanju: Splošni pogoji) urejajo vse medsebojne pravice in obveznosti med družbo **KRM PLASTICS.SI d.o.o.** Slovenija – v nadaljevanju: ponudnik in njenimi kupci, naročniki storitev predelave in poslovnimi partnerji (v nadaljevanju: naročnik).

Splošni pogoji so avtomatsko sestavni del vsake ponudbe, naročila, potrditve naročila, pogodbe ali drugega pisnega dogovora, sklenjenega med ponudnikom in naročnikom. S sprejemom ponudbe, oddanjem naročila ali na katerikoli drug obojestransko sprejemljiv način naročnik izrecno potrjuje, da sprejema in se v celoti strinja s temi splošnimi pogoji.

Morebitne enostranske izjave naročnika, sklicevanje na lastne splošne pogoje ali tretjih oseb je neveljavno in nima pravnega učinka. Ti splošni pogoji prevladajo nad kakršnimikoli drugimi določbami, standardi ali pravili. Naročnik ne more izpodbijati prodajne pogodbe z izgovorom nepoznavanja teh splošnih pogojev.

2. INFORMACIJE O PONUDNIKU

Podjetje: KRM PLASTICS.SI d.o.o.

Naslov: Otiški vrh 25a, SI – 2373 Šentjanž pri Dravogradu, Slovenija

Matična številka: 6831672000

Davčna številka: SI33340463

Osnovni kapital: 7.500,00 Eur

Telefonska številka: +386 51 421 280

Elektronski naslov: info@krm-plastics.si

Spletna stran: www.krm-plastics.si

Sodišče: Okrajno sodišče v Slovenj Gradcu

3. NAROČANJE IN POTRDITEV NAROČILA

3.1 Način naročanja

Naročilo je mogoče oddati pisno, per elektronske pošte ali na drug obojestransko dogovorjen način. Naročilo postane zavezujoče šele z izdajo pisne potrditve naročila s strani ponudnika.

Ponudnik si pridržuje pravico zavrniti ali prestaviti naročilo, če:

- Naročnik ima zaostale obveznosti do ponudnika
- Naročnik nima dovolj kreditnega območja ali zaupanja
- Naročilo ne ustreza standardnim postopkom ponudnika
- Kateri koli drug pomenljivi razlog

3.2 Spremembe in preklici naročila

Naročnik lahko sprosti ali prekliče naročilo brez kakršnihkoli pravnih posledic le do trenutka, ko prejme pisno potrditev naročila od ponudnika. Po prejemu potrditve naročila spremembe in preklici niso več mogoči, ponudnik pa si lahko pridržuje stroškov in izgub, nastale v zvezi s preklicem.

4. CENE IN PLAČILO

4.1 Cene in obračunavanje

Ponudnik določa cene s cenikom ali s konkretno pisno ponudbo za materiale ali storitve. Navedene cene so neto cene in ne vključujejo davka na dodano vrednost (DDV), ki se doda glede na veljavno davčno zakonodajo.

Ponudnik zaračuna naročniku vsako posamično dobavo ali storitev predelave v skladu s sklenjenim dogovorom in izdanim računom.

4.2 Pogoji plačila

Pogoji plačila se dogovorijo individualno za vsakega naročnika (na podlagi zahtevkov za kredit, bonitete ipd.) in so navedeni v pisni ponudbi ali fakturi.

Privzeti pogoj: Plačilo je dospelo v roku 30 dni od datuma izdaje računa, razen če je drugače dogovorjeno.

4.3 Pridržek lastninske pravice

Ponudnik si pridržuje lastninsko pravico na dobavljenem materialu do popolnega plačila kupnine. Pridržek lastninske pravice se po uporabi dobavljenega materiala prenese na kupčev

izdelek, pri katerem je bil material predelan. Ponudnik tako pridobi solastninsko pravico nad končnim izdelkom do višine vlaganja v material in storitve.

4.4 Zamudne obresti

V primeru zamude plačila bodo zaračunane obresti v skladu z veljavno slovensko zakonodajo. Ponudnik si tako pridržuje pravico zahtevati višje obresti ali začetni izterjavo terjatve.

5. DOBAVA IN PREVZEM BLAGA

5.1 Incoterms in prevzem

Dobava izdelkov od ponudnika do naročnika je odvisna od dogovorjene klavzule Incoterms (npr. EXW, FCA, CIF, DDP) med strankama. Podrobnosti o dobavnem roku in način dostave se dogovorijo individualno za vsakega naročnika in so navedene v potrditvi naročila.

5.2 Tveganje in lastništvo

Tveganje za škodo ali izgubo materiala se prenese na naročnika ob dobavi in prevzemu blaga, pri čemer se šteje da je blago prevzeto, ko ga naročnik ali njegov pooblaščenec fizično prevzame od ponudnika ali prevoznika.

Lastninsko pravo se prenese na naročnika v trenutku popolnega plačila, razen če je drugače dogovorjeno.

6. PREGLED IN REKLAMACIJE

6.1 Obveznost pregleda

Naročnik je **obvezan**, da takoj ob dobavi oziroma prevzemu blaga ali predelanega materiala **količinsko in kakovostno pregleda** dobavo.

Očitne napake (napake, ki so vidne ob razumnem pregledu) mora naročnik navesti na:

- Dobavnico, ki jo prejme ob dobavi
- Reklamacijski zapisnik (ki ga naročnik podpiše skupaj s predstavnikom ponudnika ali prevoznika)

Očitne napake morajo biti dokumentirane v trenutku prevzema. Po tej točki se šteje, da je blago prevzeto v dobrem stanju, naročnik pa izgubi pravico do reklamacije za očitne napake.

6.2 Skrite napake

Za **skrite napake** (napake, ki niso bile razvidne ob običajnem pregledu) mora naročnik pisno obvestiti ponudnika v **najkrajšem možnem času, najpozneje pa v roku 3 delovnih dni** od dneva, ko je napako lahko razumno odkril.

Reklamacija mora biti poslana v pisni obliki (elektronski mail s potrdilom o prejemu, priporočena pošta ali osebno dostava) in mora vključevati:

- Številko naročila in/ali številko računa
- Natančen opis napake
- Fotografije in/ali fizične vzorce spornega materiala
- Količino spornih enot in serijsko/šaržno številko
- Predlog ali pričakovanje naročnika glede rešitve

Po izteku 3-dnevnega roka naročnik izgubi pravico uveljavljati jamčevalne ali odškodninske zahtevke. Izjema je le, če zakonodaja (npr. Zakon o varstvu potrošnikov – ZVPot-1) predpisuje daljši rok za potrošnike, v katerem primeru veljajo ti zakonski roki.

6.3 Reševanje reklamacij

Po prejemu popolne in pravočasne reklamacije ponudnik v razumnem roku (največ 10 delovnih dni) izvede analizo vzorcev in dejanskega stanja. Ponudnik si pridržuje pravico zahtevati:

- Dodatne informacije o materiali in pogojih predelave
- Fizične vzorce za laboratorijsko analizo
- Ogled v naročnikovem obratu ali pri tretji osebi

V primeru, da se napaka potrdi in je zanjo odgovoren ponudnik, lahko ponudnik po lastni izbiri izbere eno izmed naslednjih ukrepov:

1. **Odprava napake** – ponovno dobavo materiala ali ponovno predelavo (če je tehnično mogoče) na stroške ponudnika
2. **Nadomestna dobava** – dobava enakovrednega materiala brez dodatnih stroškov naročniku
3. **Dobropis** – izda dobropis do višine neto zneska računa za sporen material ali storitev predelave

Kateri koli od teh ukrepov predstavlja **edino in izključno pravno sredstvo** naročnika glede konkretne reklamacije. Naročnik ne more zahtevati dodatne odškodnine, nadomestila za izgubljeni čas, proizvodnjo ali druge posredne škode.

7. POSEBNI POGOJI ZA PREDELAVO MATERIALOV NAROČNIKA

Kadar ponudnik za naročnika opravlja storitve predelave materialov, ki so v lasti naročnika (t.i. tolling ali predelava po naročilu), veljajo spodaj navedeni posebni pogoji.

7.1 Tehnična ustreznost materiala naročnika

Naročnik jamči, da so materiali, namenjeni predelavi, **tehnično in kakovostno primerni** za dogovorjen postopek predelave in da:

- Ne vsebujejo nečistoč, tujih snovi ali onesnaženja, ki bi lahko povzročile škodo na opremi ponudnika
- Ne vsebujejo nevarnih snovi, radioaktivnih materialov ali onesnažil, razen če je to izrecno dogovorjeno
- Ustrezajo vsem veljavnim standardom in certificiranju (REACH, RecyClass, RoHS, itd.)
- So pravilno skladiščeni in transportirani do trenutka predelave

7.2 Odgovornost naročnika za podatke

Naročnik je **odgovoren za pravilnost in popolnost** vseh podatkov in informacij, ki jih posreduje ponudniku, vključno s:

- Tehnično sestavo in specifikacijo materiala
- Želenimi parametri predelave in končnega proizvoda
- Morebitnimi posebnimi zahtevami ali omejitvami
- Certificiranjem, testiranjem ali drugimi posebnostmi

Napačni ali nepopolni podatki naročnika imajo za posledico, da ponudnik ni odgovoren za napake na izdelkih ali povečane izmetne količine.

7.3 Procesne izgube in izmet

Naročnik **nosi tveganje** za:

- Naravne procesne izgube in izmet, ki so tipični in običajni pri dogovorjenem postopku predelave
- Procesne izgube, ki nastanejo zaradi značilnosti materiala (vlaga, kontaminacija, nestabilnost, itd.)
- Napake pri obdelavi, ki so posledica neustreznih podatkov ali specifikacije naročnika

Te izgube so normalne pri predelavi in naročnik jih je dolžan sprejeti kot del dogovorjenega postopka.

7.4 Neparametričnost in neustreznost materiala

V primeru, da se pri predelavi pokaže, da:

- Material ni primeren za dogovorjen postopek
- Material vsebuje nepredvidene nečistoče ali kontaminacijo
- Tehnične zahteve naročnika so bile neustrezne ali tehnično nemogoče
- Material ne dosega lastnosti, ki jih je naročnik navajal

v takem primeru ponudnik **ni odgovoren** za:

- Napake na končnih izdelkih
- Povečane izmetne količine
- Zmanjšano donos predelave
- Kakršno koli drugo škodo

Ponudnik ima pravico **prekiniti predelavo** in vrniti material v originalnem stanju (ali delno obdelan) naročniku, ki je dolžan pokriti stroške obdelane količine in povzročene procesne izgube.

8. OMEJITEV ODGOVORNOSTI PONUDNIKA

8.1 Skupna in maksimalna odgovornost

Celotna in **maksimalna odškodninska odgovornost** ponudnika za kakršno koli škodo, povezano z dobavo materiala, izvedbo storitve predelave, napakami materiala ali predelanega materiala, je v vsakem primeru omejena na:

a) Pri prodaji materialov ponudnika:

- Največ do **neto vrednosti dobavljenega materiala po računu** ponudnika, ki je predmet škodnega dogodka

b) Pri storitvah predelave materialov naročnika:

- Največ do **neto zneska zaračunanega za konkretno storitev predelave**, ki je neposredno povezana s škodnim dogodkom

To omejitev velja za **vsak posamičen škodni dogodek** in za **vsak posamičen naročnik**, ne glede na razloge za nastanek škode (pogodbeni, odškodninski, zakoniti, vzdrževanje itd.).

8.2 Izključene škode

Ponudnik **NI odgovoren** za katero koli od naslednjih vrst škode:

1. **Posredno in posledično škodo**, kot so:
 - Izgubljeni dobički, dohodki ali prihodki
 - Izguba proizvodne zmogljivosti ali izpadi v proizvodnji
 - Izguba poslovnih priložnosti
 - Stroški izmeta ali uničenja končnih izdelkov naročnika
 - Stroški dodatne delovne sile, prekinitve proizvodnje ali zastoja
 - Izguba podatkov ali informacij

2. **Škodo na drugih izdelkih naročnika ali tretjih oseb**, ki nastane zaradi uporabe ali predelave materiala ponudnika
3. **Škodo, ki nastane zaradi:**
 - Nepravilne ali neustrezne uporabe materiala
 - Neustreznih pogojev skladiščenja, transporta ali predelave
 - Neupoštevanja tehničnih navodil, priporočil ali specifikacij ponudnika
 - Zunanje sile, nesreče ali situacij, ki so izven nadzora ponudnika
4. **Povečane izmetne količine**, če je povzročitelj nepravilna specifikacija, napačni podatki ali neustreznost materiala naročnika
5. **Škodo na moralnem ali poslovnem ugledu** naročnika

8.3 Skupna meja odgovornosti

Skupna odgovornost ponudnika nikoli ne presega zgoraj navedenih limitov, tudi če so zatrjevani različni pravni temelji (pogodbeni, odškodninski, zakoniti, kršenja obveznosti, ali kako drugače). Ta omejitev se uporablja **na skupno raven za vsa naročila in storitve**, sklenjene med strankama.

8.4 Izjeme iz omejitev odgovornosti

Omejitve in izključitve odgovornosti se **ne uporabljajo** v obsegu, v katerem jih zakonodaja izrecno prepoveduje, zlasti:

- Odgovornost za smrt ali telesne poškodbe, povzročene z naklepom ali hudo malomarnostjo ponudnika
- Odgovornost za povzročeno okoljsko škodo v skladu z veljavno zakonodajo
- Drugačne garancije, ki jih ne sme izključiti zakon

9. PRAVNA JAMSTVA IN GARANCIJE

9.1 Umik jamstev

Ponudnik **ne prevzema nobenih garancij** glede:

- Tehničnih lastnosti materiala (natančnosti toleranc, mehanskih lastnosti, itd.)
- Primernosti materiala za posebne namene uporabe naročnika
- Konkurenčnosti materiala z drugimi materiali na trgu
- Stalne razpoložljivosti materiala

Naročnik je sam odgovoren za preverjanje primernosti materiala za svoj namen **pred oddajo naročila**.

9.2 Jamstvo za napake

Ponudnik jamči le, da so materiali dobavljeni v skladu s sklenjenim dogovorom (količina, kakovost, specifikacija). Jamstvo velja le v primeru, da naročnik izpolnjuje vse svoje obveznosti (pravočasna plačila, redno delo, itd.).

10. REŠEVANJE SPOROV

10.1 Sporazumno reševanje

Vse morebitne spore, nesoglasja ali odprta vprašanja v zvezi s temi splošnimi pogoji ali posamičnim naročilom si bosta stranki prizadevali rešiti **sporazumno** s pogajanjem v dobri veri. V ta namen se obe strani stranki zavezujeta, da se bosta kontaktirali v roku 5 delovnih dni od nastale reklamacije in da bo imel predstavnik vsake strani mandat za pogajanja in sprejemanje odločitev.

10.2 Pristojnost sodišča

V primeru, da se stranki ne uspeta sporazumeti, bosta morebitne spore **reševali pred pristojnim sodišči v Slovenj Gradcu**, Slovenija, kot kraju primera.

10.3 Veljavna zakonodaja

Ti splošni pogoji in vsaka posamična pogodba, sklenjena med strankama, se presojata in razlagata **po zakonodaji Republike Slovenije**, zlasti:

- Obligacijski zakonik (OZ)
 - Zakon o varstvu potrošnikov (ZVPot-1)
 - Zakon o varstvu osebnih podatkov (ZVOP-2)
 - Splošna uredba o varstvu osebnih podatkov (GDPR)
 - Zakon o elektronskem poslovanju (ZEPT)
 - Zakoni s področja okoljske varnosti (ZVO-2)
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11. VARSTVO OSEBNIH PODATKOV

11.1 Obdelava osebnih podatkov

Podjetje KRM PLASTICS.SI d.o.o. spoštuje vaše osebne podatke in jih obdeluje v skladu s **Splošno uredbo o varstvu osebnih podatkov (GDPR)** in **Zakonom o varstvu osebnih podatkov (ZVOP-2)**.

Osebni podatki, ki ste jih posredovali preko spletne strani www.krm-plastics.si ali v poslovnih stikih, se **ne bodo posredovali tretjim osebam** brez vaše izrecne privolitve, razen če to zahteva zakon (finančne institucije, davčni organi, sodišča, itd.).

11.2 Namenski skladiščenje in varovanje

Vsi osebni podatki bodo:

- Obrabljeni **zaupno in zakonito**
- Uporabljeni zgolj za **interno evidenco** in komunikacijo z vami
- **Varovani pred izgubo, zlorabo, nepooblaščenim dostopom, razkrivanjem, spreminjanjem in uničenjem** z ustreznimi tehnično-organizacijskimi ukrepi

11.3 Vaše pravice

Imate pravico do:

- Dostopa do svojih osebnih podatkov
- Poprave ali brisanja podatkov (»pravica biti pozabljen«)
- Omejitve obdelave
- Prenosljivosti podatkov
- Ugovora proti obdelavi

Pravice lahko uveljavljate pisno na elektronski naslov: [vstavite elektronski naslov] ali po pošti na naslov ponudnika.

11.4 Pritožba pri nadzornem organu

V primeru, da menite, da je ponudnik kršil vaše pravice glede osebnih podatkov, imate pravico do **vložitve pritožbe pri Informacijskem pooblaščenцу**, nadzornem organu za varstvo osebnih podatkov Republike Slovenije:

Informacijski pooblaščenec

Ulica: Zavetiška 14, Ljubljana

Spletna stran: www.ip-rs.si

E-pošta: gp.ip@ip-rs.si

12. PIŠKOTKI IN SPLETNA STRAN

12.1 Namen piškotkov

Piškotki so majhne tekstovne datoteke, ki se shranijo na vaš računalnik ob obisku naše spletne strani. Ne škodijo vaši strojni ali programski opreми.

Na spletnih straneh KRM PLASTICS.SI d.o.o. se piškotki uporabljajo **zgolj za statistične namene**, zato vaši osebni podatki **se ne hranijo**. Piškotke lahko kadarkoli izklopite v nastavitvah brskalnika.

12.2 Pravna osnova za piškotke

Uporabo piškotkov v Evropski uniji ureja **Direktiva o zasebnosti in elektronskih komunikacijah 2002/58/ES** (spremenjena z Direktivo 2009/136/ES). V Sloveniji to področje ureja **Zakon o elektronskih komunikacijah (ZEKom-1)**, člen 157, ki predstavlja pravno osnovo za varovanje zasebnosti internetnih uporabnikov.

13. IZKLJUČITEV ODGOVORNOSTI ZA SPLETNO STRAN

13.1 Ažurnost in točnost informacij

Spletne strani www.krm-plastics.si se vzdržujejo z **največjo možno mero skrbnosti**. Vendar pa podjetje KRM PLASTICS.SI d.o.o. **ne more jamčiti** za:

- Ažurnost, točnost ali pravilnost vseh informacij na straneh
- Popolnost ali relevantnost vsebine
- Skladnost z vašimi pričakovanji

Vse informacije na spletnih straneh **se lahko spremenijo brez predhodnega obvestila**.

13.2 Odgovornost za škodo

Podjetje KRM PLASTICS.SI d.o.o. **ne sprejema odgovornosti** za katero koli škodo, ki bi direktno ali indirektno nastala:

- Zaradi uporabe, nepravilnega delovanja ali nedostopnosti spletne strani
 - Zaradi napak v informacijah na strani
 - Zaradi zavajajočega ali pomanjkljivega vsebine
 - Zaradi dela tretjih oseb ali zunanjih dejavnikov
-

14. KONČNA DOLOČILA

14.1 Veljavnost in spremembe

Te splošne pogoje lahko ponudnik spremeni ali dopolni brez predhodnega obvestila. Naročnik je dolžan, da se redko seznanja s spremenjenimi splošnimi pogoji, objavljenim na spletni strani.

Novo naročilo po objavi sprememb se presoja po novih splošnih pogojih.

14.2 Razdelitev v primeru neveljavnosti

V primeru, da je katera koli določba teh splošnih pogojev neveljavna ali neizvršljiva, to **ne vpliva na veljavnost ostalih določb**. Stranki se zavezujeta, da bo neveljavno določbo zamenjati s podobno veljavno določbo, ki zagotavlja enake učinke.

14.3 Celoten dogovor

Ti splošni pogoji predstavljajo **celoten dogovor** med strankama in prevladajo nad vsemi prejšnjimi dogovori, pismi, ponudbami ali drugimi pogovori, povezanimi s predmetom naročila.

Spremembe ali dodatki k tem splošnim pogojem so veljavi le, če so sklenjeni pisno in podpisani s strani obeh strank.

15. KONTAKTNE INFORMACIJE

Za vsa vprašanja, pritožbe ali dodatne informacije vas prosimo, da nas kontaktirate:

KRM PLASTICS.SI d.o.o.

Naslov: Otiški vrh 25a, Si 2373 Šentjanž pri Dravogradu

Telefon: +386 51 421 280

E-pošta: info@krm-plastics.si

Spletna stran: www.krm-plastics.si

Hvala, ker ste del naše skupnosti!

Zadnja sprememba: December 2025

GENERAL TERMS AND CONDITIONS FOR OPERATIONS AND MATERIAL PROCESSING

KRM PLASTICS.SI d.o.o.

1. GENERAL PROVISIONS

These General Terms and Conditions for the sale and processing of materials (hereinafter: Terms and Conditions) govern all mutual rights and obligations between **KRM PLASTICS.SI d.o.o.** Slovenia – hereinafter: Provider and its customers, clients ordering processing services and business partners (hereinafter: Client).

These Terms and Conditions automatically form an integral part of every offer, order, order confirmation, contract or any other written agreement concluded between the Provider and the Client. By accepting an offer, placing an order or in any other mutually acceptable manner, the Client expressly confirms that they accept and fully agree with these Terms and Conditions.

Any unilateral statements by the Client, references to their own General Terms and Conditions or those of third parties are invalid and have no legal effect. These Terms and Conditions supersede any other provisions, standards or rules. The Client cannot dispute the sales contract on the grounds of not being aware of these General Terms and Conditions.

2. PROVIDER INFORMATION

Company: KRM PLASTICS.SI d.o.o.

Address: Otiški vrh 25a, SI 2373 Šentjanž Pri Dravogradu, Slovenia

Company Registration Number: 6831672000

Tax ID Number: SI33340463

Share Capital: 7.500,00 Eur

Phone Number: +386 51 421 280

Email Address: info@krm-plastics.si

Website: www.krm-plastics.si

Court: District Court in Slovenj Gradec

3. ORDERING AND ORDER CONFIRMATION

3.1 Method of ordering

Orders may be placed in writing, by email or by any other mutually agreed method of communication. An order becomes binding only upon issuance of a written order confirmation by the Provider.

The Provider reserves the right to reject or postpone an order if:

- The Client has outstanding obligations to the Provider
- The Client does not have sufficient credit limit or creditworthiness
- The order does not comply with the Provider's standard procedures

- Any other material reason

3.2 Order modifications and cancellations

The Client may modify or cancel an order without any legal consequences only until receiving a written order confirmation from the Provider. After receiving the order confirmation, no modifications or cancellations are possible, and the Provider may retain costs and losses incurred in connection with the cancellation.

4. PRICES AND PAYMENT

4.1 Prices and invoicing

The Provider determines prices by price list or specific written offer for materials or services. Stated prices are net prices and do not include Value Added Tax (VAT), which is added in accordance with applicable tax legislation.

The Provider will invoice the Client for each individual delivery or processing service in accordance with the agreed terms and the issued invoice.

4.2 Payment terms

Payment terms are negotiated individually for each Client (based on credit requirements, creditworthiness, etc.) and are stated in the written offer or invoice.

Default term: Payment is due within 30 days of the invoice date, unless otherwise agreed.

4.3 Retention of title

The Provider retains title to the delivered material until full payment of the purchase price. The retention of title transfers to the Client's product upon use of the delivered material. The Provider thus acquires a co-ownership right over the final product to the extent of its investment in material and services.

4.4 Late payment interest

In case of late payment, interest will be charged in accordance with applicable Slovenian legislation. The Provider thus reserves the right to demand higher interest or initiate collection proceedings.

5. DELIVERY AND RECEIPT OF GOODS

5.1 Incoterms and receipt

Delivery of products from the Provider to the Client depends on the agreed Incoterms clause (e.g., EXW, FCA, CIF, DDP) between the parties. Details regarding delivery time and method

of delivery are negotiated individually for each Client and are stated in the order confirmation.

5.2 Risk and ownership

The risk of loss or damage to material transfers to the Client upon delivery and receipt of goods, whereby goods are considered received when the Client or their authorized representative physically receives them from the Provider or carrier.

Ownership transfers to the Client at the moment of full payment, unless otherwise agreed.

6. INSPECTION AND COMPLAINTS

6.1 Obligation to inspect

The Client is **obligated to inspect goods or processed material both quantitatively and qualitatively immediately upon delivery and receipt.**

Obvious defects (defects that are visible upon reasonable inspection) must be reported by the Client to:

- The delivery note received upon delivery
- The complaint form (signed by the Client together with a representative of the Provider or carrier)

Obvious defects must be documented at the time of receipt. After this point, goods are considered to have been received in good condition, and the Client loses the right to lodge complaints regarding obvious defects.

6.2 Hidden defects

For **hidden defects** (defects that were not evident upon ordinary inspection), the Client must notify the Provider in writing in **as short a time as possible, but no later than 3 business days** from the day when the defect could reasonably have been discovered.

The complaint must be sent in written form (email with read receipt confirmation, registered mail or personal delivery) and must include:

- The order number and/or invoice number
- A detailed description of the defect
- Photographs and/or physical samples of the defective material
- The quantity of defective units and serial/batch number
- The Client's proposal or expectation regarding a solution

Upon expiration of the 3-day period, the Client loses the right to assert warranty or compensation claims. An exception is only if mandatory legislation (e.g., Consumer Protection Act – ZVPot-1) prescribes a longer period for consumers, in which case those statutory deadlines apply.

6.3 Complaint resolution

Upon receipt of a complete and timely complaint, the Provider will conduct an analysis of the samples and actual situation within a reasonable timeframe (maximum 10 business days). The Provider reserves the right to request:

- Additional information about the material and processing conditions
- Physical samples for laboratory analysis
- An inspection at the Client's facility or at a third party's location

If the defect is confirmed and the Provider is responsible, the Provider may, at its own discretion, choose one of the following actions:

1. **Correction of the defect** – redelivery of the material or reprocessing (if technically possible) at the Provider's expense
2. **Replacement delivery** – delivery of equivalent material without additional cost to the Client
3. **Credit note** – issuance of a credit note up to the net amount of the invoice for the defective material or processing service

Any of these measures constitutes the **sole and exclusive legal remedy** for the Client regarding a specific complaint. The Client cannot claim additional compensation, reimbursement for lost time, production losses or other indirect damages.

7. SPECIAL TERMS FOR PROCESSING CLIENT'S MATERIALS

When the Provider performs material processing services for a Client where the materials remain the property of the Client (i.e., tolling or job processing), the following special terms apply.

7.1 Technical suitability of Client's material

The Client warrants that materials intended for processing are **technically and qualitatively suitable** for the agreed processing procedure and that they:

- Do not contain impurities, foreign substances or contamination that could cause damage to the Provider's equipment
- Do not contain hazardous substances, radioactive materials or contaminants, unless expressly agreed
- Comply with all applicable standards and certifications (REACH, RecyClass, RoHS, etc.)
- Are properly stored and transported until the time of processing

7.2 Client's responsibility for data

The Client is **responsible for the accuracy and completeness** of all data and information provided to the Provider, including:

- Technical composition and specification of the material
- Desired processing parameters and final product characteristics
- Any special requirements or limitations
- Certifications, testing or other special features

Inaccurate or incomplete data provided by the Client means that the Provider is not responsible for defects in products or increased waste quantities.

7.3 Process losses and waste

The Client **bears the risk** for:

- Natural process losses and waste that are typical and ordinary in the agreed processing procedure
- Process losses that result from material characteristics (moisture, contamination, instability, etc.)
- Processing errors that result from inadequate Client data or specifications

These losses are normal in processing and the Client is required to accept them as part of the agreed procedure.

7.4 Non-compliance and unsuitability of material

In the event that processing reveals:

- Material is unsuitable for the agreed procedure
- Material contains unforeseen impurities or contamination
- Client's technical requirements were inadequate or technically impossible
- Material does not achieve the properties claimed by the Client

In such case, the Provider **is not responsible** for:

- Defects in final products
- Increased waste quantities
- Reduced processing yield
- Any other damage

The Provider has the right to **stop processing** and return material in its original condition (or partially processed) to the Client, who must cover the costs of processing and resulting process losses.

8. LIMITATION OF PROVIDER'S LIABILITY

8.1 Total and maximum liability

The entire and **maximum liability** of the Provider for any damage related to material delivery, provision of processing services, material defects or processed material defects is in all cases limited to:

a) For Provider's material sales:

- Maximum **net value of the delivered material per Provider's invoice** that is the subject of the damage claim

b) For Client material processing services:

- Maximum **net amount charged for the specific processing service** that is directly related to the damage claim

This limitation applies **to each individual damage event** and to **each individual Client**, regardless of the reasons for the damage (contractual, tort, statutory, breach of obligation, or otherwise).

8.2 Excluded damages

The Provider **is NOT responsible** for any of the following types of damage:

1. **Indirect and consequential damages**, such as:
 - Lost profits, revenue or income
 - Loss of production capacity or production downtime
 - Loss of business opportunities
 - Costs of disposal or destruction of Client's final products
 - Costs of additional labor, production interruptions or shutdowns
 - Loss of data or information
2. **Damage to other Client products or third parties** arising from the use or processing of Provider's material
3. **Damage resulting from:**
 - Improper or unsuitable use of material
 - Inadequate storage, transportation or processing conditions
 - Non-compliance with Provider's technical instructions, recommendations or specifications
 - Force majeure, accidents or situations beyond the Provider's control
4. **Increased waste quantities** if caused by improper Client specifications, incorrect data or material unsuitability

5. **Damage to moral or business reputation** of the Client

8.3 Total liability cap

Total Provider liability never exceeds the stated limits, even if different legal bases are claimed (contractual, tort, statutory, breach of obligation, or otherwise). This limitation applies **on an aggregate basis to all orders and services** concluded between the parties.

8.4 Exceptions to liability limitations

Liability limitations and exclusions **do not apply** to the extent that mandatory legislation expressly prohibits them, particularly:

- Liability for death or personal injury caused by the Provider's gross negligence or willful misconduct
- Liability for environmental damage caused in accordance with applicable legislation
- Other warranties that cannot be excluded by law

In case of dispute, mandatory Slovenian legislation applies first, followed by these limitations, to the extent permitted by law.

9. LEGAL WARRANTIES AND GUARANTEES

9.1 Warranty disclaimers

The Provider **assumes no warranties** regarding:

- Technical properties of material (tolerance accuracy, mechanical properties, etc.)
- Suitability of material for Client's special purposes
- Competitiveness of material with other materials on the market
- Continuous availability of material

The Client is responsible for verifying the suitability of material for their purposes **before placing an order**.

9.2 Warranty for defects

The Provider warrants only that materials are delivered in accordance with the agreed contract (quantity, quality, specification). The warranty applies only if the Client fulfills all its obligations (timely payment, proper work, etc.).

10. DISPUTE RESOLUTION

10.1 Amicable settlement

All potential disputes, disagreements or open questions concerning these Terms and Conditions or a specific order, the parties shall endeavor to resolve **amicably** through good faith negotiations. To this end, both parties commit to contacting each other within 5 business days of a dispute arising and to each party's representative having authority to negotiate and make decisions.

10.2 Court jurisdiction

If the parties cannot reach an agreement, any disputes shall be **resolved before the competent courts in Slovenj Gradec**, Slovenia, as the place of jurisdiction.

10.3 Applicable law

These Terms and Conditions and any individual contract concluded between the parties are governed by and construed in accordance with the **legislation of the Republic of Slovenia**, in particular:

- The Obligation Code (OZ)
- Consumer Protection Act (ZVPot-1)
- Law on Personal Data Protection (ZVOP-2)
- General Data Protection Regulation (GDPR)
- Electronic Commerce Act (ZEPT)
- Environmental protection laws (ZVO-2)

11. PERSONAL DATA PROTECTION

11.1 Processing of personal data

KRM PLASTICS.SI d.o.o. respects your personal data and processes them in accordance with the **General Data Protection Regulation (GDPR)** and the **Law on Personal Data Protection (ZVOP-2)**.

Personal data you have provided via the website www.krm-plastics.si or in business contacts will **not be disclosed to third parties** without your express consent, except where required by law (financial institutions, tax authorities, courts, etc.).

11.2 Purpose-specific storage and protection

All personal data will be:

- Treated **confidentially and lawfully**
- Used only for **internal record-keeping** and communication with you

- **Protected against loss, misuse, unauthorized access, disclosure, alteration and destruction** through appropriate technical and organizational measures

11.3 Your rights

You have the right to:

- Access your personal data
- Correct or delete data ("right to be forgotten")
- Restrict processing
- Data portability
- Object to processing

You may exercise these rights by writing to the email address: [insert email address] or by mail to the Provider's address.

11.4 Complaint to supervisory authority

If you believe the Provider has violated your personal data rights, you have the right to **lodge a complaint with the Information Commissioner**, the personal data protection supervisory authority of the Republic of Slovenia:

Information Commissioner

Address: Zavetiška 14, Ljubljana, Slovenia

Website: www.ip-rs.si

Email: gp.ip@ip-rs.si

12. COOKIES AND WEBSITE

12.1 Purpose of cookies

Cookies are small text files stored on your computer when you visit our website. They do not harm your computer hardware or software.

On the websites of KRM PLASTICS.SI d.o.o., cookies are used **only for statistical purposes**, so your personal data **are not stored**. You can disable cookies at any time through your browser settings.

12.2 Legal basis for cookies

The use of cookies in the European Union is governed by the **Privacy and Electronic Communications Directive 2002/58/EC** (amended by Directive 2009/136/EC). In Slovenia, this area is governed by the **Electronic Communications Act (ZEKom-1)**, Article 157, which provides the legal basis for protecting the privacy of internet users.

13. DISCLAIMER FOR WEBSITE

13.1 Timeliness and accuracy of information

The websites www.krm-plastics.si are maintained with **the greatest possible care**. However, KRM PLASTICS.SI d.o.o. **cannot guarantee**:

- Timeliness, accuracy or correctness of all information on the site
- Completeness or relevance of content
- Compliance with your expectations

All information on the website **may change without prior notice**.

13.2 Liability for damage

KRM PLASTICS.SI d.o.o. **accepts no responsibility** for any damage that may result directly or indirectly from:

- Use, malfunction or unavailability of the website
 - Errors in information on the site
 - Misleading or inadequate content
 - Actions of third parties or external factors
-

14. FINAL PROVISIONS

14.1 Validity and amendments

The Provider may amend or supplement these Terms and Conditions at any time without prior notice. The Client is required to familiarize themselves regularly with updated Terms and Conditions published on the website.

A new order placed after amendments are published is governed by the new Terms and Conditions.

14.2 Severability

If any provision of these Terms and Conditions is invalid or unenforceable, this **does not affect the validity of other provisions**. The parties agree to replace any invalid provision with a similar valid provision that achieves the same effect.

14.3 Entire agreement

These Terms and Conditions constitute the **entire agreement** between the parties and supersede all prior agreements, letters, offers or other negotiations relating to the subject matter of the order.

Amendments or additions to these Terms and Conditions are valid only if made in writing and signed by both parties.

15. CONTACT INFORMATION

For any questions, complaints or additional information, please contact us:

KRM PLASTICS.SI d.o.o.

Address: Otiški vrh 25a, Si 2373 Šentjanž pri Dravogradu, Slovenia

Phone: +386 51 421 280

Email: info@krm-plastics.si

Website: www.krm-plastics.si

Thank you for being part of our community!

Last updated: December 2025