



Intectiv d.o.o.  
Ljubljanska cesta 24a  
4000 Kranj | Slovenia | EU

**GENERAL TERMS AND CONDITIONS OF THE COMPANY INTEC TIV D.O.O.**  
(General terms and conditions of sale and delivery of products and services)

**1. GENERAL**

- 1.1. General terms of sale regulate the juridical relations between the seller INTEC TIV d.o.o., Ljubljanska cesta 24 A, 4000 Kranj, Slovenia, (hereinafter referred to as seller) and the buyer of the printed circuit boards (PCBs) and products of the seller (hereinafter goods).
- 1.2. These terms and conditions apply to all transactions between the seller and the buyer, unless otherwise is agreed about the individual rights or obligations between the seller and the buyer, which are also a part of the contract of sale.
- 1.3. Arrangements will only be valid if they are confirmed in writing. All appropriate telecommunications transmissions of messages (fax, E-mail, etc.) are valid as written correspondence.
- 1.3. These Conditions of Sale have priority over all conditions of the buyer, unless the Parties expressly agree otherwise. The other terms and conditions shall only apply if they are in writing.
- 1.4. General terms of sales should enter into force in the case of order confirmation by the seller and are published on the INTECTIV website ([www.intectiv.com](http://www.intectiv.com)).

**2. ORDER, ORDER CONFIRMATION, OFFERS AND CONCLUSION OF CONTRACT**

- 2.1 All documentation (orders, buyer's requirements for authorisation of the offer, offers, specifications, documents) shall be submitted in writing. Only the order in writing is considered to be valid (electronic communication/ e-mails, fax...).
- 2.2. The buyer must define the order clearly and unambiguously with all necessary information, specifications and technical requirements. The buyer must deliver for the first order and by every next change the whole technical documentation and technical requirements for the production of the goods (printed circuit boards). In case of the incomplete documents, the buyer must complement the missing and insufficient technical documentation on request of the seller. In this case the dates of delivery will be extended. The delivery starts from the date of receipt of the entire documents which is documented by both parties in writing.
- 2.3. After the entrance of the inquiry by the buyer, the seller gives a written offer with amount, retail price, delivery, delivery place and technical specification according to the requirements of the customer within 24 hours.
- 2.4. In the case that the buyer delivers the order till 10 o'clock during the working day, this day counts as the first day of the date of delivery. If the buyer delivers the order after 10 o'clock, the next working day counts for the first of delivery term day.
- 2.5. The validity of the offer (prepared by the seller) is 30 working days if in the offer letter no other period of validity is given.
- 2.6. The seller is bound only to written offers.
- 2.7. If the buyer confirms the offer of the seller at the time of the validity of the offer, a contractual relationship is created.

2.8. The contract between the parties (seller and buyer) encloses the order of the buyer, the offer of the seller, the confirmation of the buyer and these general conditions, unless otherwise agreed in writing.

2.9. If changes and supplements need to be made, they are required to be changed in writing. This contract may only be altered or amended in a writing signed by all parties.

### 3. PRICES AND PAYMENTS

3.1. The prices which have been determined in an offer by the seller and the confirmation of the offer by the buyer will be valid maximum one month. Contracts on annual base are exceptions, their prize validity is determined especially.

3.2. The prices are stated in DOLLAR or EURO and without value added tax and FCA from the storage of the seller (ex works), unless the buyer and seller expressly agree otherwise.

3.3. If there is an informative inquiry by the potential buyer an informed offer with informative prices of the seller is delivered.

3.4. After the entrance of the entire documents and order by the buyer the offer with prices is delivered by the seller. All changes by the buyer or seller must be discussed in writing. In this kind they are valid and binding.

3.5. The seller undertakes to issue invoices for payments pursuant to the accepted offer from the buyer, namely on the address, which is on the application and the basis of the accepted offer within 15 days after the dispatch of the goods.

3.6. Payment terms are 30 days from the date of the entrance of the invoice by the buyer, unless the buyer and seller expressly agree otherwise.

3.7. Payments are performed without deduction in the currency, which is given on the invoice, unless the buyer and seller expressly agree otherwise. The payment is considered to be executed if the seller receives the money on the bank account.

3.8. Should the buyer be in arrears, the seller then reserves his right to repossess the goods. In this case the seller has the right to extend accordingly the delivery time, to calculate the legal interests on arrears and all other costs and to withdraw from the contract.

### 4. PRODUCTION AND DELIVERY TERMS

4.1. Production terms and terms of delivery are determined on offer and must be considered immediately after:

- a) Confirmation of the offer by the buyer or
- b) The day if the buyer and the seller finally regulate and exchange all necessary documents, and if they clear all open-ended technical questions.

Everything given under point a) and b) is filed in writing.

4.2. The seller has the right to hold back the delivery if the buyer has due obligations towards the seller during the day of the delivery.

4.3. For the case that the seller cannot conclude the delivery within the agreed term he informs immediately the buyer about it, values the time of the delay of the delivery and informs him of the new date of delivery.

4.4. With following requirements and changes by the buyer, the delivery terms are extended accordingly, the price of the offer also changes accordingly.

4.5. The date of delivery may be delayed – also within an already delayed delivery process – by force majeure, earthquake, fire, flood, strikes, lockouts, actions of national and international authorities and all other unforeseeable hindrances occurring after contract completion, which are not within the control of the seller, insofar as such hindrances can be proved to have caused considerable delay to delivery of the products sold.

4.6. Seller shall not be liable for any delays for delivery of the goods which appear by the transportation companies.

## 5. RETENTION OF TITLE

5.1. Until full payment of the contract purchase price, and all other demands resulting from the transaction, the goods remain the property of the seller (also with possible interest and other costs). The same shall apply if the buyer already built up the product.

## 6. NOTIFICATION OF DEFECTS AND WARRANTY CONDITIONS

6.1. A complaint has no effect on the bill of debt of the buyer.

6.2. The seller takes over the responsibility for the product which was produced according to the technical documents, specifications and written arrangements by competent persons..

6.3. The buyer can initiate complaints because of:

- a) Quantitative mistake- immediately, but within 8 days from the date of the entrance of the product by the buyer
- b) damaged shipment – immediately after receipt of the delivery of the transportation company, the seller should be informed about that damaged package.
- c) Defects of quality claims become invalid after a period of 6 (six) months after receipt of goods.

6.4. The buyer should report the mistake in writing (with an accurate description) and have a request to the seller to inspect the thing and analyze the complaint claim.

6.5. If it is certain that the claim is justified, all analyses and assessments should be explained by the seller to find out, why a mistake has appeared. The seller should try to find the mistake. The buyer must deliver the whole damaged goods to the seller.

## 7. CONSIGNMENT GOODS

7.1. For a smooth supply of the buyer at the desired time and pre-determining the prices of the products in normal commercial conditions, the buyer has the possibility to order the consignment goods. The consignment goods ordered by the buyer are located in the premises of the seller. The unprocessed product has a limited warranty for a period of 12 months from the time when the goods are manufactured.

7.2. The delivery period for consignment stock is 14 days, unless the parties otherwise discuss. The transfer of ownership takes place depending on the agreement with the seller or after the payment of the issued quantity by the buyer. The minimum value of the consignment goods must be EUR 100.

7.3. The Contracting Parties shall discuss the deadline at the order of the goods on consignment. The maximum time limit for the goods on consignment shall be 1 year after confirmation of the goods by the buyer, unless the parties otherwise discuss. If the buyer shouldn't take possession of the consignment goods in the discussed period, the buyer should be asked to take over the whole goods on consignment. If the buyer reply after the request for the transfer of the consignment goods only after three months, then the seller has the right that he considers the not taken part of the product as sold and delivered to the buyer. On this basis, he issues the invoice for the proportional part of the not accepted goods on consignment.

## 8. RESPONSIBILITY

8.1. The seller shall not be liable for the damage of the goods if the damage is due to a delay in the fulfillment of contractual obligations by the seller or as a result of the transfers of the purchaser of the unjust and inaccurate data, specifications, projects or other information. In this case the seller has the right to compensation for any costs, losses or damages.

8.2. The Buyer bears all costs alone when they are caused by incorrect specifications that have been forwarded to the seller.

8.3. The seller is not liable for the damage that is not directly on the goods, in particular not for profit failure and/or property damage or other damages of the buyer.

8.4. In the case that the two parties have agreed to the contract penalty, every additional claim, payment, obligation in relation to the agreed penalty in the contract is excluded.

## 9. WITHDRAWAL FROM THE CONTRACT

9.1. Exceptionally, the buyer has the right to withdraw from the contract under these conditions:

- a) If the goods at the time of delivery have an unreasonably long delay, despite the pre-arranged extended deadline, and that the delivery for the fulfillment of the obligation is not fulfilled.
- b) If the seller causes deliberately or through negligence, so that the delivery of the goods is not possible.

9.2. The seller has the right to withdraw from the contract:

- a) If there are any doubts concerning the buyer's solvency, and he does not have the required insurance (financial) and in case that the buyer is forced to enter bankruptcy or court-imposed settlement.
- b) Due to force majeure, strike or other circumstances which he does not self-inflicted, and therefore is not in a position to fulfill a contractual obligation.

9.3. The revocation must be explained with explicit written declaration and send to the address of the seller: INTEC TIV, d.o.o., Ljubljanska cesta 24A, 4000 Kranj.

## 10. CHANGED CIRCUMSTANCES

10.1. If any circumstances arise upon conclusion of the contract and they complicate the obligations of one of the parties and if due to the contracting intention one of the parties cannot fulfil it, the one of the parties can request the dissolution of the contract. This also applies if the contract in both cases up to a certain level no longer corresponds to and after general opinion is expected to be unjustified that such a contract is maintained because the fulfillment of the contract has been hampered by changed circumstances.

10.2. Dissolution of the contractual relationship cannot be demanded if the party at the conclusion of the contract must take into account any changes in circumstances or would like to avoid the consequences. In such a case the party has the responsibility about the clause of the changed circumstances.

10.3. The party that demands the resolution of the contractual relationship cannot refer to the changes circumstances that arise after expiry of the period for the fulfillment of their obligations.

10.4. The contract will not be canceled if the other party agrees or proposes that the relevant conditions are justified to change.

10.5. In the case of termination of the contract, both parties must return the amounts received. In this case, they consider every eventual reduction in the value.

## 11. PROTECTION OF BUSINESS SECRETS

11.1. The Contracting Parties undertake to use all information from the contract documents and other information from the contractual relationship to business secrets, which come into his possession, as confidential. This applies for the duration of the contract and after termination of the contractual relationship.

11.2. Business secrets are all drawings, schemas, calculations, formulas, instructions, lists, letters, protocols, contract documents and other information in paper form and in effect Giro.

11.3. The party is responsible for the violation of business secrecy and in accordance with this provision for material and non-material damage.

11.4. The parties may only determine a written exception.

## 12. INDUSTRIAL PROPERTY RIGHTS AN COPYRIGHT LAW

12.1. The internal documents of the buyer, plans, technical documentation, samples, catalogs, brochures, illustrations, Gerber formats and similar are the intellectual property of the seller and shall be subject to the statutory provisions on duplicating and copying, which means that the buyer without the written consent of the seller may not use.

12.2. The contracting parties are obliged to protect the data from third party breaches.

12.3. The documents from the point 12.1 are only stored at the seller's, but if the buyer requires the documentation under point 12.1, he can get it after the payments in accordance with the agreement.

## 13. THE USE OF STANDARDS AND REGULATIONS

13.1. The seller shall take account of technical documents and operating documentation by every order and creation. In addition, every product is in accordance with the standard ISO 9001, ISO 14001 and UL certificate and in accordance with the ROHS Directive and REACH Regulation.

## 14. RESTRICTION OF THE POWER OF ATTORNEY

14.1. Staff, contract representatives, contract agents of the seller are not entitled to verbally discuss something different than what is written in these conditions or in the offer letters of the seller. The agreements apply only to written offers, only oral statements of representatives are not binding for the seller, except if they do not express written authorization.

## 15. GENERAL CONDITIONS FOR THE TREATMENT OF GOODS

15.1. The buyer must store the supplied goods delivered under certain conditions. The conditions for the storage of goods and the storage time affect the quality of the goods. The minimum requirements of the storage are:

- a) Temperature: 20 °C (± 5 °)
- b) Relative air humidity: 40% (± 20 %)



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15.2. In the case that the buyer does not properly store the product before use, the seller denies any responsibility and recognizes and accepts no warranty claims

## **16. WARRANTY**

16.1. The limited warranty for a period of twelve months starts on the day of delivery. The seller shall be liable for the goods that are not installed in the product or remade within 12 months after their delivery.

## **17. THE ASSIGNMENT OF A CLAIM AND NOTIFICATION**

17.1. The buyer undertakes not to abandon the debts (that he has vis-a-vis the seller) to third parties. The assignment is not without his written confirmation. For written permission also apply all messages that are sent by means of communication.

## **18. VALIDITY OF THE GENERAL TERMS AND CONDITIONS**

18.1. The general terms and conditions of sale apply to all relations, unless the parties otherwise agreed namely in advance in writing. The parties have a commitment to a peaceful settlement of possible conflicts. In the case that there is no amicable solution to the dispute between the parties, the Court of First Instance (taking into account the seat of the seller) is in charge of the decision of the dispute.

18.2. The Contracting Parties shall settle for their mutual relations exclusively for the execution of the law in the Court of First Instance (taking into account the seat of the seller).

18.3. These general terms and conditions will be published and available on the website of the company and shall apply from 1.8.2017.

Matjaž Levar,  
Director