



*Elektromotorji in gospodinjski aparati, d.o.o.  
Otoki 21, 4228 Železniki*

## **Purchasing agreement**

N°:

Agreed between:

**Domel Elektromotorji in gospodinjski aparati, d.o.o., Otoki 21, 4228 Železniki,**  
Identification No.: 5045401, tax No.: SI47263512, represented by the procurator mag.  
Matjaž Čemažar (hereinafter referred to as the customer)

and

Identification N°:           , tax N°:           , represented by            (hereinafter referred to as  
the supplier)

### **1. Introductory terms**

This agreement deals with mutual rights, obligations and responsibilities of both parties in connection with the supply of products and services for the customer. This agreement includes "The General Purchasing Conditions", which are a requirement and a condition for the customer to take part in this agreement. The customer also expects the procedures stated in "Quality Contract" to be respected. Signing the agreement, the supplier certifies to be fully informed and to accept obligations, principles and procedures stipulated in this agreement and in "The General Purchasing Conditions" along with their annexes and clauses to the agreement.

### **2. The subject of this agreement**

This agreement deals with the supply of products and services in accordance with each customer's written order where the prices, quantities and supply conditions are defined.

#### **2.1. The order**

The supplier is given written orders by the customer. The order includes all the information needed for the supplier to carry out the order correctly and without disturbance. If the supplier does not send the customer a written confirmation of the order or it does not require it to be changed, or does not reject the order, it is understood that the supplier agrees to all the conditions stated in the order.

## **2.2. The destination, delivery time, risk of damage**

- The delivery and acceptance destination of all goods according to this agreement is stated in the order.
- The supplier is obliged to keep to the delivery time having been confirmed with a written consent or it was agreed to when the order from the customer was accepted.
- When the goods are accepted, the risk of their destruction or damage passes over to the customer.

## **2.3. The type and quantity of goods and quantity deviations**

The type and the quantity of goods delivered are the ones found out by both, the customer and the supplier, or on supplier's behalf a transporter or a shipping agent on delivery and acceptance in the customer's warehouse.

## **2.4. Price**

The agreed prices are the supplier's prices listed in the Annex to this agreement and which are its constituent part.

## **3. Warranty, responsibility, complaints**

Warranty, responsibility and non-conformance handling are defined in "The General Purchasing Conditions", which are a constituent part of this agreement.

## **4. Insurance**

The supplier is to provide for the supplier's responsibility insurance for the contractual products according to this agreement, and the insurance costs are to be paid regularly. The supplier is obliged to submit the evidence and certificate of valid insurance. In the case of special customer's requirements, the supplier is expected to take out an insurance policy in accordance with these requirements.

## **5. Dispute solving**

All the disputes and disagreements shall be solved in agreement, if this is not possible, the Court of Law related to the customer, i.e. Domel, is competent to deal with this dispute.

## 6. The penalty

### 6.1. Failure to fulfill contractual obligations

In case, the supplier fails to fulfill contractual obligations of the individual order, supplier is obliged to pay Domel a contractual penalty in the amount of 1% of the value of orders daily, up to a maximum of 15% of the order value. The contractual penalty is due in 15 days from debit note issue date.

### 6.2. Delayed deliveries

Should the agreed delivery date not be held, the customer is entitled to claim damages for the costs caused by the stop of the production line.

## 7. Contract validity and cancellation clause

The validity of this contract expires by the end of the calendar year and is extended for a one (1) year automatically, if none of the parties cancels it with a written note three month prior to its expiry date. Domel has a right to cancel this agreement or the order without a notice of withdrawal and any further obligations to the supplier in the following cases:

- if the supplier's contractual obligations are not fulfilled,
- if it is evident that the supplier is not able to fulfill its contractual obligations (bankruptcy, non-liquidity, disposal of working means, ...).

In the above stated cases, the supplier covers all the costs caused by the cancellation of the contract, except in case of force majeure. The agreement comes into force when signed by both parties.

## 8. Other matters

The mutual relations, which are not dealt with in this agreement, and its related documents, are subject to Slovenian Code of Obligations (OZ) principles and other valid regulations, including Incoterms 2012.

The changes and additional clauses to this agreement are only allowed in written form, as annex, with agreement of both parties.

This agreement has been written in two identical copies, out of which each party receives one copy.

DOMEL, d.o.o., Železniki  
mag. Matjaž Čemažar

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/town/city and date/  
/authorized signature/

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**Annex 1**

Product, quantity, price

Domel ID	Description	Year	Price EUR/PC	Yearly quantity PCs

- Payment term
- Parity
- Returnable packing

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