since 1992

**GENERAL TERMS AND CONDITIONS OF SALE TERA d.o.o. Tolmin**

1. **General provisions**

These General Terms and Conditions of Sale of the company TERA d.o.o. Tolmin (hereinafter: the General Terms) apply to all mutual relations between the company TERA d.o.o. Tolmin (hereinafter: the Supplier) and its buyers.
The General Terms constitute an integral part of every offer, order, or contract
The Supplier shall not be bound by the buyer's purchase conditions or any other terms, unless explicitly accepted by the Supplier in writing.
The General Terms and Conditions may be changed or supplemented at any time.
The provisions of the Slovene Code of Obligations shall apply to the regulation of commercial relations that are not regulated by these terms and conditions. All mutual relationships shall be governed by the laws of the Republic of Slovenia. Any disputes that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the competent court in Nova Gorica, Slovenia.

2. **Prices**

Unless otherwise agreed, prices do not include VAT, import or export duties, or any other costs applicable in connection with the sale, supply, delivery or use of goods and/or services, transport costs, insurance.
The Supplier reserves the right to change prices in the event of changes to any factors affecting the prices

3. **Offers**

Offers issued by the Supplier are non-binding.

4. **Orders**

The Buyer must submit orders for goods in writing, in accordance with the agreed ordering system. An order shall only be considered confirmed upon the Buyer's receipt of a written order confirmation. The Supplier reserves the right to modify the quantity, delivery date, and price.
Postponement of the delivery date is only possible by prior agreement. In such case, the price of the goods shall be increased by the costs of financing, storage, and insurance of the goods, which are fixed at a flat-rate amount of 1% of the net value of the ordered goods per 30 days of storage.
In the event of the buyer postponing the delivery date without prior agreement, the supplier is entitled to reimbursement of the costs of financing, storage, and insurance of the goods in a flat-rate amount of 1% of the net value of the ordered goods for 30 days of storage, as well as to compensation for the full damage incurred as a result of the buyer's delay in the delivery date.

5. **Delivery of goods**

Incoterms: EXW Volče
For goods in stock under EXW Volče terms, the estimated delivery times are as follows (subject to uninterrupted supply of raw materials, production, and transport):
Materials/masterbatches: approximately 2–7 working days.
Liquid colors: approximately 7 working days, provided that the basic components are available.
Incoterms: DAP Buyer in Slovenia
Applies to planned orders with a total delivery quantity of at least 5,000 kg and occasional deliveries exceeding 1,000 kg. In such cases, we reserve the right to defer delivery by up to seven working days from the requested delivery date. For early deliveries of up to seven working days, the actual delivery date does not affect the payment due date.
Prior to delivery, the Buyer must settle all overdue liabilities. Furthermore, the total sum of outstanding liabilities and open orders must remain within the established credit limits.

6. **Payment Terms and Overdue Payments**

The payment terms previously agreed upon between the Supplier and the Buyer shall apply. New Buyers shall make payment in advance via proforma invoice, unless otherwise agreed. The payment period shall commence on the date the service is rendered or the goods are dispatched from the warehouse.
The Buyer shall not defer its payment obligation, even in the event of a well-founded complaint or a legal dispute regarding the services or delivered goods. In the event of non-payment, the Supplier reserves the right to suspend all further deliveries to the Buyer until the Buyer settles all outstanding obligations. In such case, the Buyer is obliged to execute any submitted set-off agreement (bilateral or multilateral), assignment of claim, or assumption of debt, by which the Supplier reduces the amount of its outstanding claims.

In the event of payment delays, the Supplier reserves the right to shorten the payment term or switch to advance payment via proforma invoice without prior agreement. For delays exceeding 5 days, the Supplier shall charge statutory default interest. Interest shall be calculated quarterly or immediately upon settlement of the Buyer's obligation. The Buyer shall pay the interest within 8 days, failing which the Supplier shall offset the interest against any approved volume discounts or any other obligation of the Supplier to the Buyer.

7. **Payment Security**

Upon the Supplier's request, the Buyer shall provide one of the following security instruments:
A blank corporate promissory note with a note statement and bank collection authorization;
A blank corporate promissory note avalized by the company's legal representative, owners, or a first-class commercial bank;
A personal blank promissory note of the legal representative or owners with a note statement and bank collection authorization.
The Buyer must immediately replace any encashed promissory note. Upon termination of business and full settlement of all liabilities, the Supplier shall return all promissory notes and statements to the Buyer.
If requested by the Supplier, the parties shall execute a notarized sales contract with a reservation of title clause.
The Supplier may also demand additional security, including a parent company or strategic partner guarantee (or assignment agreement), a bank guarantee, an irrevocable letter of credit, credit insurance, or a pledge/mortgage on unencumbered movable or immovable property.

8. **Packaging / Pallets**

Upon delivery, the Buyer assumes financial liability for the packaging (pallets) and must return it to the Supplier. Unreturned pallets will be invoiced at EUR 10.00 per pallet. No charges apply if undamaged pallets are returned with proper documentation provided to the carrier and the Supplier. The Supplier is not obligated to accept more pallets than originally delivered to the Buyer..

9. **Technical Documentation**

The Supplier shall provide a quality certificate with each delivery, a Safety Data Sheet with the first delivery of the year. Technical data sheet, UL card and other existing documentation (RoHS, REACH, declaration of origin) shall be supplied upon the Buyer’s written request submitted no later than at the time of ordering. Requests for food contact certificates must be made in writing during the inquiry stage or before ordering; otherwise, the certificate shall be deemed unnecessary, and the Buyer shall assume all resulting liability.

10. **Complaints**

The Buyer shall submit any complaint in writing within 8 days from the date of receipt of the Goods. Apparent defects must be recorded on the delivery note upon delivery; if the carrier utilizes a CMR consignment note, such defects must be recorded therein. The complaint must be accompanied by photographic evidence.
Latent defects, which could not be discovered upon regular receipt of the Goods, shall be recognized exclusively on the condition that the Buyer provides unambiguous proof of the justification of the complaint. A complaint regarding latent defects shall only be valid if submitted within 6 months of delivery and the Buyer clearly proves their validity. Upon expiry of the six-month period, the assertion of claims for latent defects shall be barred.
Upon discovering any defect in the material, the Buyer is obliged to immediately suspend production or further processing of the disputed material and immediately notify the Supplier thereof. The Supplier assumes no liability and shall not recognize any incurred costs, damages, or loss of profit arising from the subsequent injection molding or processing of the defective or non-compliant material after the moment when the defect was discovered or ought to have been discovered.

11. **Retention of Title and Buyer’s Obligations**

The Supplier retains title to all delivered goods and any other inventory held by the Buyer until all outstanding claims are fully paid. If the goods are processed or used in production, the Supplier's claim attaches to the Buyer’s semi-finished or finished products. Their market value will be determined by mutual agreement or, failing that, by an independent appraiser at the Buyer’s expense. The Supplier may take any necessary measures at the Buyer’s expense to secure and enforce payment.
The Buyer must promptly notify the Supplier of any corporate changes or financial difficulties affecting their business relationship. In the event of payment delays, the Supplier may demand the Buyer’s latest financial statements and credit rating reports at the Buyer’s expense.

Volče, 01.09.2026