

KIM PAI TUBA

Terms and Conditions of Sale and Delivery

1. General

These Terms and Conditions of Sale and Delivery (hereinafter "T&C") shall apply to the sale and delivery of all goods and services from Kim Pai Tuba Embalaža d.o.o. to the Customer. Deviations from these T&C and/or acceptance of Customer's conditions have to be expressly acknowledged in writing by KPT.

The present T&C shall remain in force also if they are not sent with the goods or services, but have been brought to the Customer's attention in another manner.

All agreements and legally relevant declarations by the contracting parties are valid only if made in writing. In the event of conflict between contractual provisions agreed in writing and these T&C, the contractual provisions shall prevail. A contractual obligation shall be binding only if KPT has confirmed an order in writing or if KPT has executed the order.

2. Pricing, Payment and Delivery Terms

The offered price can be listed in a Price list or in individual quotes issued by KPT. If the prices are given in a valid price list, the prices are fixed for the period agreed in the price list, but with a possible adjustment by KPT with a 3 months' notice period if raw materials increased more than 5% during last 3 months. The costs (if applicable) of tooling, clichés and other services are defined in individual quotes and/or price lists for those products or services.

Unless otherwise stated in the order confirmation or individual quotes, the prices are based on EXW basis (Ljubljana), according to Incoterms 2010. If not otherwise specified in individual quotes issued by KPT, the payment term is 30 days net with suitable insurance or payment in advance.

3. Quotes & Orders

The Quotes are not binding if they are not confirmed with an order confirmation or otherwise expressly confirmed in writing by KPT.

Quote Validity:

The validity of any quote cannot exceed the period of 30 days from the issue date of the quote unless expressly confirmed in writing by KPT.

Minimum Order Quantity (MOQ):

The minimum order quantity 10.000 Pcs/design for laminate tubes.

Reservation of Title:

All goods and services sold to the Customer shall remain the property of KPT until the terms of the contract are fulfilled and all payment obligations are discharged. All payments shall be made as agreed or defined in relevant invoice in EUR in cleared funds to such bank as KPT may from time to time nominate, without any set-off, withholding or deduction.

Product Specification & Artwork:

Before starting any production of ordered products, artwork and samples (where applicable) shall be supplied to KPT in the form and content as requested by KPT. Final technical requests and graphics (design files) have to be confirmed in writing by the Customer, before starting any production.

Quantity Deviations in Supply:

Due to the production limitations to assure the exact number of products ordered, KPT reserves the right to deviate from the ordered and confirmed quantities by the following values:

Ordered quantity by design (in Pcs)	Maximum deviation from ordered quantity (in %)
<= 10.000	- 10% / +20%
20.000 to 50.000	+/- 10%
50.001 to 70.000	+/- 7%
70.001 to 100.000	+/- 5%
100.001 and over	+/- 3%

Delay in delivery:

KPT will use its best endeavours to assure the completion of the confirmed delivery date but in case that KPT is delaying the confirmed delivery date, the Customer shall accept the delivery or compensate KPT for the amount of the value of the cancelled order. KPT is not accepting any penalties for the delayed deliveries.

4. Framework agreements, Call-off agreements and long term orders

Contracts exceeding twelve months or contracts of unlimited duration:

in case of substantial increase of production cost (labour, energy or materials), KPT shall be entitled to request a reasonable adjustment of the price, with a notice period of 3 months, unless otherwise agreed.

Quotes for non-binding Call-off agreements:

If no binding order quantities were agreed on, KPT cost estimate will be based on the target quantities agreed on. If the order falls short of the order quantity or target quantity by more than 10 %, KPT shall be entitled to a reasonable increase of the price per item.

Call-forward notice:

In the case of call-off supply contracts, KPT must be notified by call-forward notice of binding quantities at least three months prior to the date of delivery, unless otherwise agreed. In this case, we will be discharged from our supply obligation if the call-forward notice is not received in good time for reasons for which the customer is responsible.

Termination of timely unlimited agreements:

Contracts of unlimited duration may be terminated by either contracting party with a notice period of six months, unless otherwise agreed.

5. Order Cancellation or Change of Order Quantity:

Firmed order change:

The Customer is entitled to cancel a part or a complete confirmed order but agrees to compensate KPT for the amount of the cancelled order, payable within 5 working days of the date of cancellation, except if agreed and confirmed differently in writing.

Default in accepting agreed and confirmed delivery:

If the Customer should not accept a produced, agreed and confirmed delivery, the Customer agrees that KPT shall the ordered goods, after 30 days from the requested and confirmed delivery date, invoice and deliver to Customers' address (in case if KPT is the logistic responsible) or just invoice and keep the goods in KPT warehouse until the customer will pick up the goods (in case if Customer is the logistic responsible). For every additional month in storage, after invoicing the goods, KPT will charge a monthly fee of 3,00€/ Pallet until the customer picks up the goods.

6. Quality Assurance

The Acceptable Quality Levels (AQL) for the ordered Products are in accordance with ECV- Defect Evaluation list Vol.40 for Laminate tubes. Any additional requests deviating from the above AQL, need to be confirmed in writing by KPT.

6.1. Base for Product Quality Assurance:

- Reference sample from the Customer.
- Proof sample is exception and must be approved by corporate executive (charge 1.200 € for one box of printed tubes)
- Approval on the production line before the start of regular production, definition of colour standard.
- Permitted Colour deviations inside 8dE from colour standard, for repeated regular production.

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6.2. Shelf life of Laminate tubes

The shelf life concerns a guarantee that laminate tubes keep their original quality after the enclosed minimum specified storage time.

The expiration date is stated on the certificate of conformity COC.

This is related to tubes that have been not filled with the corresponding content. Even after this period the tubes could be still within the required quality but to confirm this, KPT shall conduct a quality check to verify this.

If the storage conditions for laminate tubes (see 6.2.1.) are not observed by the customer, KPT cannot accept any liability for loss of tube's original quality, resulting in processing problems during filling as well as a possibility of reduced shelf life of the packed product. Laminate tubes must be stored as follows:

6.2.1. Storage of laminate tubes

- in normal temperature conditions (> 10° C and < 35° C)
- in a place which has a humidity of 40-60% and which is protected against direct sunlight
- in clean place free of contamination
- in a way that the stacking of the cardboard boxes which contain the tubes does not lead to any deformation of tubes
- in their original transport packaging

6.3. Quality documentation and retained samples

KPT will keep quality documentation and samples, for each produced batch, for period of 6 years after production date. Archive samples and documentation will be used in case of analyse or on customer request.

7. Warranty Claims

Informing KPT about the claim:

The Customer shall be obliged to give written notice of any visible defect within 10 working days from passing

the risk to the Customer or for hidden defect within 10 working days after their discovery. The Customer is obliged to provide the following information to KPT:

- Invoice & packaging list number.
- Quantity of products for claim.
- Batch (control) number.
- Description and analysis of non-conformity.
- Photos & samples (in case of quality claim).

In contrary the warranty claim of the customer will become forfeited. The limitation for warranty claims shall be 12 months from the transfer of risk.

Limitation of Liability for Product Defects:

If non-conformity of the delivered products is confirmed by KPT, KPT can at its discretion replace the defective product, or if possible, remedy the defect. In any case KPT shall bear the cost only to the amount of purchase value of defective products.

Chemical and physical reaction among the filling and the product:

KPT is not liable for the potential negative chemical and physical reaction among the filling and the product. It is expressly agreed among the parties that prior to the commencement of the production of ordered products, the Customer must assure needed testing that will ensure the compatibility of the product with the filling (migration, diffusion, and compatibility of the coatings used on the product with the filling, etc.). These tests cannot be carried out by KPT as the know-how of the filling and the filling conditions are known only to the Customer or are mastered by it.

If the Customer fails to provide suitable testing as described above, and any negative chemical and physical reaction among the filling and the

product is caused, KPT is not liable for any claims and damages from either the Customer and/or third parties.

7.1. Liability

KPT's liability to the Customer whether arising under contract, tort (including negligence), statutory duty or otherwise for any loss or damage shall at the KPT's option be limited to recovery of direct damages not exceeding the cost of repair or replacement or re-supply of the Products or equivalent products or the re-supply of the Services (as the case may be). KPT shall in no event be liable to the Customer for any indirect, economic, incidental, special or consequential loss including, without limitation, loss of profits or goodwill or anticipated savings or revenue or contracts, whether or not KPT has been advised of the possibility of such loss.

8. Confidentiality

All the agreed Terms should be considered confidential and should be treated according to the common rules of keeping business secrets. KPT and Customer are both equally responsible to follow this obligation. Except with KPT's prior written consent Customer shall not disclose any information or data relating to the marketing and sale of Products, or to the trade secrets, techniques, technology, business affairs, methods or activities of KPT or its related companies or subsidiaries and shall in particular take all appropriate measures to ensure compliance with this provision by its staff, employees and workers.

9. Intellectual Property

All writings, specifications, drawings, designs, copyrightable material, inventions (whether or not patentable), improvements, discoveries, developments and all works of authorship created by the KPT in the supply of Products, including all worldwide rights therein under patent, copyright, trade, secret, confidential information or other intellectual property rights (collectively, the "Intellectual Property") are the sole property of the KPT.

10. Force Majeure

For the purposes of this T&C "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other form of industrial action). Neither party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to other, by reason of any delay in performance, or the non-performance, of any of its obligations under, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

1. Splošno

Ti prodajni in dobavni pogoji (v nadaljevanju »pogoji«) veljajo za prodajo in dostavo vsega blaga in storitev podjetja Kim Pai Tuba Embalaža d.o.o. kupcu. Odstopanja od teh Splošnih pogojev in/ali sprejetje Strankinih pogojev mora KPT izrecno pisno potrditi.

Ti splošni pogoji ostanejo v veljavi tudi, če niso poslani skupaj z blagom ali storitvami, temveč je bila stranka o njih obveščena na drug način.

Vsi dogovori in pravno relevantne izjave pogodbenih strank so veljavni le, če so sklenjeni v pisni obliki. V primeru nasprotja med pisno dogovorjenimi pogodbenimi določbami in temi Splošnimi pogoji prevladajo pogodbene določbe. Pogodbena obveznost je zavezujoča le, če je KPT naročilo potrdilo pisno ali če je KPT naročilo izvršil.

2. Cenik, plačilni in dobavni pogoji

Ponujena cena je lahko navedena v ceniku ali v posameznih ponudbah, ki jih izda KPT. Če so cene navedene v veljavnem ceniku, so cene fiksne za obdobje, dogovorjeno v ceniku, vendar z možnostjo prilagoditve s strani KPT s 3-mesečnim odpovednim rokom, če se je cena surovin v zadnjih 3 mesecih povečala za več kot 5 %. Stroški (če je primerno) orodij, klišeev in drugih storitev so opredeljeni v posameznih ponudbah in/ali cenikih za te izdelke ali storitve.

Razen če je v potrditvi naročila ali posameznih ponudbah navedeno drugače, so cene na podlagi EXW (Ljubljana) v skladu z Incoterms 2010.

Če v posameznih ponudbah, ki jih izda KPT, ni drugače določeno, je plačilni rok 30 dni neto z ustreznim zavarovanjem ali plačilom vnaprej.

3. Ponudbe in naročila

Ponudbe niso zavezujoče, če niso potrjene s potrditvijo naročila ali kako drugače izrecno pisno s strani KPT.

Veljavnost ponudbe:

Veljavnost katere koli ponudbe ne sme presegati 30 dni od datuma izdaje ponudbe, razen če KPT tega izrecno pisno ne potrdi.

Minimalna količina naročila (MOQ):

Minimalna količina naročila 10.000 kosov/model za laminatne tube.

Pridrček lastništva:

Vse blago in storitve, prodane stranki, ostanejo last KPT, dokler niso izpolnjeni pogoji pogodbe in vse plačilne obveznosti. Vsa plačila se izvedejo v skladu z dogovorom ali opredeljujejo v ustreznem računu v evrih z obračunanimi sredstvi na račun banke, ki jo KPT lahko občasno imenuje, brez kakršnega koli pobota, zadržanja ali odbitka.

Specifikacija izdelka in grafična predloga:

Pred začetkom kakršne koli proizvodnje naročenih izdelkov je potrebno KPT-ju dostaviti grafično predlogo in vzorce (kjer je to primerno) v obliki in vsebini, kot jo zahteva KPT. Končne tehnične zahteve in grafiko (oblikovalske datoteke) mora stranka pisno potrditi pred začetkom kakršne koli proizvodnje.

Količinska odstopanja v ponudbi:

Zaradi omejitev proizvodnje, potrebnih za zagotovitev natančnega števila naročenih izdelkov, si KPT pridržuje pravico do odstopanja od naročenih in potrjenih količin za naslednje vrednosti:

Naročena količina po zasnovi (v kosih)	Največje odstopanje od naročene količine (v %)
<=10,000	- 10% / +20%
20.000 to 50.000	+/-10%
50.001 to 70.000	+/- 7%
70.001 to 100.000	+/- 5%
100.001 in več	+/- 3%

Zamuda pri dostavi:

KPT si bo po najboljših močeh prizadeval zagotoviti dokončanje potrjenega datuma dobave, vendar v primeru, da KPT zamuja s potrjenim datumom dostave, mora stranka sprejeti dostavo ali KPT-ju povrniti znesek vrednosti preklicanega naročila. KPT ne sprejema nobenih kazni za zamude pri dobavi.

4. Okvirni sporazumi, sporazumi o odpoklicu in dolgoročna naročila

Pogodbe, daljše od dvanajstih mesecev, ali pogodbe za nedoločen čas:

V primeru znatnega povečanja proizvodnih stroškov (delo, energija ali materiali) ima KPT pravico zahtevati razumno prilagoditev cene s trimesečnim odpovednim rokom, razen če ni dogovorjeno drugače.

Ponudbe za nezavezujoče pogodbe o odpoklicu:

Če niso bile dogovorjene zavezujoče količine naročila, bo ocena stroškov KPT temeljila na dogovorjenih ciljnih količinah. Če naročilo za več kot 10 % ne dosega naročene ali ciljne količine, je KPT upravičen do razumnega povišanja cene na artikel.

Obvestilo o zavezujočih količinah

Pri okvirnih/naročilnih dobavnih pogodbah ("call-off supply contracts") mora biti KPT najmanj tri mesece pred dobavo obveščen z uradnim naročilnim obvestilom ("call-forward notice") o dokončno potrjenih količinah, razen če je dogovorjeno drugače. V tem primeru bomo oproščeni naše dobavne obveznosti, če obvestila o zavezujočih količinah ne prejmemo pravočasno iz razlogov, za katere je odgovorna stranka.

Prenehanje časovno neomejenih pogodb:

Pogodbe za nedoločen čas lahko katera koli pogodbeni stranka odpove s šestmesečnim odpovednim rokom, razen če se dogovorita drugače.

5. Preklic naročila ali sprememba količine naročila:

Potrjena sprememba naročila:

Stranka je upravičena do odstopa od dela ali celotnega potrjenega naročila, vendar se strinja, da bo KPT-ju povrnila znesek storniranega naročila, ki ga je treba plačati v 5 delovnih dneh od datuma storna, razen če je pisno dogovorjeno in potrjeno drugače.

Nesprejem dogovorjene in potrjene dobave:

Če stranka ne sprejme izdelane, dogovorjene in potrjene dobave, se stranka strinja, da bo KPT naročeno blago po 30 dneh od zahtevanega in potrjenega datuma dobave fakturiral in dostavil na naslov stranke (v primeru, da je KPT odgovorni logist) ali pa bo blago le fakturiral in hranil v skladišču KPT, dokler ga stranka ne prevzame (v primeru, da je kupec odgovorni logist). Za vsak dodatni mesec skladiščenja bo KPT po izstavitvi računa zaračunal mesečno nadomestilo v višini 3,00 €/paletu, dokler stranka blaga ne prevzame.

6. Zagotavljanje kakovosti

Sprejemljive ravni kakovosti (AQL) za naročene izdelke so v skladu s seznamom ECV-Defect Evaluation list Vol.40 za laminatne tube. Vse dodatne zahteve, ki odstopajo od zgoraj navedene ravni kakovosti (AQL), mora KPT pisno potrditi.

6.1. Osnova za zagotavljanje kakovosti izdelkov:

- Referenčni vzorec od stranke.
- Preizkusni vzorec je izjema in ga mora odobriti vodstvo podjetja (pristojbina 1.200 € za eno škatlo tiskanih tub)
- Odobritev na proizvodni liniji pred začetkom redne proizvodnje, opredelitev barvnega standarda.
- Dovoljena odstopanja barve znotraj 8dE od barvnega standarda, za ponavljajočo se redno proizvodnjo.

6.3. Rok uporabnosti laminatnih tub

Rok uporabnosti se nanaša na jamstvo, da laminatne tube ohranijo svojo prvotno kakovost po priloženem minimalnem predpisanem času skladiščenja. Rok uporabnosti je naveden na certifikatu o skladnosti COC.

To je povezano s tubami, ki niso bile napolnjene z ustrezno vsebino. Tudi po tem obdobju so tube lahko še vedno v zahtevani kakovosti, vendar mora KPT za potrditev tega izvesti preverjanje kakovosti.

Če pogoji shranjevanja laminatnih tub (glejte 6.2.1.) niso upoštevani, KPT ne prevzema nobene odgovornosti za izgubo prvotne kakovosti tube, kar bi lahko povzročilo težave pri obdelavi med polnjenjem in možnost skrajšanega roka uporabnosti pakiranega izdelka. Laminatne tube je treba shranjevati na naslednji način:

6.2.1. Skladiščenje laminatnih tub

- pri normalnih temperaturnih pogojih (> 10°C in < 35°C)
- v prostoru z vlažnostjo 40–60 % in ki je zaščiten pred neposredno sončno svetlobo
- na čistem mestu brez onesnaženja
- tako, da zlaganje kartonskih škatel, ki vsebujejo tube, ne povzroči deformacije tub
- v originalni transportni embalaži

6.3. Dokumentacija kakovosti in shranjeni vzorci

KPT bo hranil dokumentacijo o kakovosti in vzorce za vsako proizvedeno serijo 6 let od datuma proizvodnje. Arhivski vzorci in dokumentacija bodo uporabljeni v primeru analize ali na zahtevo stranke.

7. Garancijski zahtevki

Obveščanje KPT o zahtevku:

Stranka je dolžna pisno obvestiti o vsaki vidni napaki v 10 delovnih dneh od dneva, ko preide tveganje na kupca ali za skrito napako v 10 delovnih dneh po njihovem odkritju. Stranka je dolžna KPT-ju posredovati naslednje podatke:

- Številka računa in pakirnega lista.
- Količina izdelkov za reklamacijo.
- Številka serije (kontrolna številka).
- Opis in analiza neskladnosti.
- Fotografije in vzorci (v primeru reklamacije glede kakovosti).

V nasprotnem primeru stranka izgubi pravico do garancije. Zastaralni rok za uveljavljanje garancijskih zahtevkov je 12 mesecev od prenosa tveganja.

Omejitev odgovornosti za napake na izdelku:

Če KPT potrdi neskladnost dobavljenih izdelkov, lahko KPT po lastni presoji zamenja okvarjen izdelek ali, če je mogoče, odpravi napako. V vsakem primeru KPT krije stroške le v višini nabavne vrednosti okvarjenih izdelkov.

Kemična in fizikalna reakcija med polnilom in izdelkom:

KPT ne odgovarja za morebitne negativne kemične in fizikalne reakcije med polnilom in izdelkom. Med strankama je izrecno dogovorjeno, da mora kupec pred začetkom proizvodnje naročenih izdelkov zagotoviti potrebna testiranja, ki bodo zagotovila združljivost izdelka s polnilom (migracija, difuzija in združljivost premazov, uporabljenih na izdelku, s polnilom itd.). Teh testov KPT ne more izvesti, saj je znanje o polnjenju in pogojih polnjenja znano le stranki oziroma jih stranka obvlada.

Če stranka ne zagotovi ustreznih testiranj, kot je opisano zgoraj, in če pride do kakršne koli negativne kemične in fizikalne reakcije med polnilom in

izdelkom, KPT ne odgovarja za nobene zahtevke in škodo s strani stranke in/ali tretjih oseb.

7.1. Odgovornost

Odgovornost KPT do kupca, ne glede na to, ali izhaja iz pogodbe, odškodninske odgovornosti (vključno z malomarnostjo), zakonske dolžnosti ali kako drugače, je po presoji KPT omejena na povračilo neposredne škode, ki ne presega stroškov popravila ali zamenjave ali ponovne dobave izdelkov ali enakovrednih izdelkov ali ponovne dobave storitev (odvisno od primera). KPT v nobenem primeru ne odgovarja stranki za kakršno koli posredno, ekonomsko, naključno, posebno ali posledično izgubo, vključno z, vendar ne omejeno na, izgubo dobička ali dobrega imena ali pričakovanih prihrankov ali prihodkov ali pogodb, ne glede na to, ali je bil KPT obveščen o možnosti takšne izgube ali ne.

8. Zaupnost

Vse dogovorjene pogoje je treba obravnavati kot zaupne in z njimi ravnati v skladu s splošnimi pravili varovanja poslovnih skrivnosti. KPT in kupec sta enako odgovorna za izpolnjevanje te obveznosti. Stranka ne sme razkriti nobenih informacij ali podatkov v zvezi s trženjem in prodajo izdelkov ali poslovnih skrivnosti, tehnik, tehnologije, poslovnih zadev, metod ali dejavnosti družbe KPT ali njenih povezanih družb ali podružnic, razen s predhodnim pisnim soglasjem družbe KPT, in bo zlasti sprejela vse ustrezne ukrepe za zagotovitev, da njeno osebje, zaposleni in delavci upoštevajo to določbo.

9. Intelektualna lastnina

Vsi spisi, specifikacije, risbe, načrti, gradivo, zaščiten z avtorskimi pravicami, izumi (ne glede na to, ali so patentabilni ali ne), izboljšave, odkritja, razvojni projekti in vsa avtorska dela, ki jih je KPT ustvaril pri dobavi izdelkov, vključno z vsemi svetovnimi pravicami v zvezi s patenti, avtorskimi pravicami, trgovinskimi pravicami, tajnimi pravicami, zaupnimi informacijami ali drugimi pravicami intelektualne lastnine (skupaj "intelektualna lastnina"), so izključna last KPT.

10. Višja sila

Za namene teh Splošnih pogojev "višja sila" pomeni v zvezi s katero koli stranko vse okoliščine, ki so zunaj razumnega nadzora te stranke (vključno z, vendar ne omejeno na, stavko, izključitev ali drugo obliko industrijskega ukrepanja). Za nobeno stranko se ne šteje, da krši to pogodbo ali je kako drugače odgovorna drugi stranki zaradi kakršne koli zamude pri izpolnjevanju ali neizpolnitve katere koli od svojih obveznosti iz te pogodbe, če je zamuda ali neizpolnitev posledica višje sile, o kateri je obvestila drugo stranko, rok za izpolnitev te obveznosti pa se ustrezno podaljša.