## **Conditions of Use**

## **Making A Purchase**

Just browse our Shop or use the search function, until you find what you want. Click on Add to Cart and then enter the quantity that you require. You can continue to add more items or remove some at any time. After you have finished your selection, click on " Proceed to Checkout" and you will be asked for a few details that we need to be able to ship the order. You can change the contents of your basket or cancel your order at any time - as it is not confirmed until you are transferred to a page to enter payment details.

## **Payment & Currencies**

All prices are shown in Euro without VAT. All EU customers pay 5 % tax for the printed products (books) and 22% for all other products. If you are a company please provide VAT registration No. and you will be entitled to purchase without VAT.

We accept BANK transfers which cost less than 1 Euro within the EU. Please select 'Shared Cost' so that cost is shared between you and AX elektronika. When paying from outside the EU, please use Paypal.

When paying through Bank use this account:

AX elektronika d.o.o.

Depala vas 39, 1230 Domzale

Acc. No.: SI56 6100 0001 1198 415

Written by Administrator Saturday, 30 June 2012 16:36

Bank Name: Delavska Hranilnica d.d

SWIFT BIC KODA: HDELSI22

## **Shipping And Handling**

| For shipping we use Registered shipment (with tracking No.) and full refund if shipment gets ost. |
|---|
|   |
| Shipping rates:   |

Registered shipping within the EU: \$9.55 (8.00 €) tracking included

Registered shipping outside of the EU: \$11.94 (10.00 €) tracking included

Downloadable products do not have a shipping fee.

## **Shipping Times**

Unless otherwise stated in the item description, all items will be dispatched within 3 working days of receiving your order and payment under normal circumstances. 95% is shipped the same day. If we anticipate any delay in this time period we will endeavour to keep your informed by email. Once dispatched, goods will most likely arrive within 10 business days.

Written by Administrator Saturday, 30 June 2012 16:36

### **Remittance Terms**

Please note that all goods must be paid in advance before shipping.

## **Security**

All credit card details are processed using PayPal secure transaction system. Details are not stored on the Internet or on any of our own computers.

# **Privacy Notice**

We state, that no email address that we receive from you will be given in any way to other parties. Your email address is safe with AX elektronika. If you have any questions about our privacy policy please do let us know.

### Information we collect:

Like most web sites, our servers automatically log general information about each visitor. This does not include e-mail addresses or other personally identifiable details about visitors. We also log aggregate information about what pages are visited, and technical information used to identify trends. This is not recorded in a way that allows it to be cross referenced to a particular visitor.

Information collected by our servers is used to help us maintain and improve the web site. Persons who supply us with their telephone numbers on-line will only receive telephone contact from us with regards to the reason they provided it. This information will not be used for telemarketing purposes.

Written by Administrator Saturday, 30 June 2012 16:36

## Mailing lists & Newsletter:

Until further notice we do not send Newsletters!

With respect to cookies:

We only use cookies to record session information, such as items that consumers add to their shopping cart.

Visitors can also opt to have the site remember them between visits, in which case the cookie will remain between sessions

Other personal information is not stored in cookies by us.

## **Opting out:**

Any automatic mailing from us will include instructions on how to ensure that you receive no further mailings from us if you so choose.

Alternatively contact one of our staff members and we will remove you from the lists.

### **General notes:**

We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you at our site.

### **General service conditions:**

Terms of service of the service of the company AX elektronika d.o.o., Depala vas 39, 1230 Domzale, valid from 10.1.2019

Written by Administrator Saturday, 30 June 2012 16:36

### 1. Scope

- 1.1. The provisions of the Terms of Service of the Customer Service shall apply to all contracts for the purchase of equipment or service contracts concluded between the company AX elektronika d.o.o., Špruha 33, 1236 Trzin (hereinafter: the company) and the counterparty party (hereinafter referred to as the customer). The terms and conditions of the service of the service are related to the maintenance, servicing and repairs of all forms of technical goods, devices, machines and other objects for which a sales contract has been concluded, a contract for the provision of service or service contracts (hereinafter referred to as the contract).
- 1.2. The terms and conditions of the service of the service are exclusively used for all legal relationships referred to in point 1.1. of this paragraph. By signing a contract for the purchase of equipment or by ordering a service, the customer expressly agrees and agrees that only those conditions apply to legal relationships. On the other hand, they expressly dispute with them any contradictory or deviating conditions that the client might possibly accept in the course of his own business.
- 1.3. The operating conditions of the company's service department are valid even if the company is familiar with the terms and conditions of the client's business that deviate or is contrary to the accepted general terms and conditions of the company.
- 1.4. The provisions of the terms of business of the company's service department are used specially in the light of the accepted provisions of the General Terms and Conditions of the company AX elektronika d.o.o. (hereinafter General Terms and Conditions). For all questions that are not regulated by the terms and conditions of the service, the Company's General Terms and Conditions apply in a subsidiary manner.
- 1.5. The client explicitly agrees that the service technicians of the company are not entitled to transmit or receive any written or oral statements on behalf of the company from which any liability would arise for the company.
- 1.6. The client is obliged to inform the company immediately about the change in his place of

Written by Administrator Saturday, 30 June 2012 16:36

residence or the seat of the client, changes in the legal form of the client and the possible over-indebtedness or insolvency of the client.

- 1.7. The company may transfer service and other rights and obligations from concluded contracts to a third party that provides services on behalf and on behalf of the company.
- 2. Collaboration and technical assistance to customers
- 2.1. In agreement with the client, the company shall agree on where and when the service of the devices and / or machines for which contracts have been concluded. In order to provide a successful service, the customer is obliged to make available to the company's service technicians at an agreed time and at the agreed place the device and / or the machine, and the client is obliged to provide the service technicians of the company for the time of the implementation of the agreed services to enable unrestricted access to all devices necessary for the successful execution of the service.
- 2.2. In order to ensure a successful service, the customer is obliged, in the event that the service is provided to him at his own expense, to ensure that:
- the appropriate premises in its company are available, which are necessary for the service technicians of the company to be able to service the service successfully;
- adequate technical assistance is available, in particular to make available free of charge and sufficiently trained auxiliary personnel, utensils, necessary transport devices and electricity, water and other means, including appropriate connections;
- the auxiliary staff follows the instructions of the service technicians of the company; by failing to assume any responsibility for the conduct of the auxiliary staff provided by the client;
- the agreed service work will commence immediately after the arrival of the service technicians

Written by Administrator Saturday, 30 June 2012 16:36

of the company and carried out without undue delay to the takeover by the customer; if special plans or instructions are required for the service, the company will inform the client in due time;

- will take the necessary measures for the protection of personnel and things at the place of performance of the service. The customer is obliged to inform the company's service technicians of the existing safety regulations if they are important for the work of service technicians, otherwise it is responsible for the consequences that resulted from the abandonment of such notification obligation.
- 2.3. If due to the deliberate or negligent conduct of the client there is a delay in the provision of the service, he shall be liable for all the consequences that have arisen from such behavior by the customer solely on the client itself, both in relation to the company and in relation to third parties.
- 2.4. At its own expense, the customer is obliged to give the materials to the service technicians and do everything necessary for the re-regulation of the devices and machines and perform the experiment.
- 2.5. If a party fails to fulfill any of its obligations listed in this article, the company has the right, but not the obligation to, nevertheless, perform all the necessary measures alone or to be performed by third parties in its place, at the expense of the client. In this case, the company reserves the right to exercise further rights, including the right to claim reparation for any damage caused to it.
- 3. Prices, cost calculations
- 3.1. For supplies and services agreed upon by the contract, the company is entitled for the duration of the journey for the purchase of spare parts, as well as the waiting time for the commencement of service, if service technicians could not start the service in due time on the grounds of the company in accordance with the current service price lists of the company, charge the incurred costs of the company.

Written by Administrator Saturday, 30 June 2012 16:36

- 3.2. In the case of the use of a service vehicle, the company is entitled to a customer for every kilometer driving from the company's head office to the place where the service is to calculate the mileage in accordance with the current service price lists.
- 3.3. The company is entitled to charge the costs for the overnight accommodation of service technicians only in exceptional cases. In the event that a customer service is provided at night, on Saturdays and Sundays, on public holidays or on part days or otherwise outside the normal working hours of the company, the company is entitled to calculate the work done in accordance with the applicable service pricelists.
- 3.4. The company is entitled to all the above costs and payments only on condition that the costs of the service provided are not explicitly in writing already covered by the terms of the concluded individual contract.
- 3.5. If the company and the client have not agreed on a lump sum for the costs of the service and the service of the subject of the contract, the company informs the client of the estimated cost estimation at the conclusion of the contract. If the company can not estimate the costs of servicing the subject of the contract at the time of conclusion of the contract, the contracting party may determine the maximum amount of the service costs by contract.
- 3.6. If the contractual service of the service can not be carried out for the price indicated by the customer or if it turns out that the additional service or the availability of additional parts or materials is necessary for the execution of the service, the agreed costs may be exceeded by a maximum of 20%.
- 3.7. If, in the cases referred to in the preceding paragraph, when performing works, it turns out that the estimated costs of the service with the aim of achieving the complete and correct execution of the order are exceeded by more than 20%, the customer must be informed and the service continued agreement with the customer.
- 3.8. If the customer wishes for the cases mentioned in the preceding paragraph, before the execution of the service, the cost of the service with a commitment is calculated

Written by Administrator Saturday, 30 June 2012 16:36

- 3.9. If the customer withdraws from the contract in order to exceed the estimated cost of the service in accordance with this Article or for other reasons, the customer is obliged to pay for the services provided until then, including the costs for the ordered and already purchased spare parts and for the lost company profit.
- 3.10. If the company assumes the provision of service services on machines and devices that it did not deliver to the customer by itself, the conclusion of the contract may be subject to the preliminary investigation of machinery and devices. The costs of the preliminary investigation and any other related costs are charged to the client in a separate account.
- 4. Payment terms
- 4.1. The customer is obliged to pay invoices for the services provided by the company within 8 days of receipt of the invoice or on the date indicated on the account itself. The amount on which the invoice is made does not include any deduction or discount, unless otherwise agreed in a particular case.
- 4.2. A company may, prior to commissioning a service, require the client to pay a certain advance.
- 4.3. The client is obliged to send any invoices in writing in writing within 8 days from the date of receipt of the invoice.
- 4.4. In the rest, the provisions of the General Terms and Conditions adopted by the company apply mutatis mutandis to the plunder.
- 5. Service delivery time, delay in the provision of services
- 5.1. The Company undertakes to carry out all of the service activities within the time limits and terms specified by the contract. The condition for exercising any rights arising from the

Written by Administrator Saturday, 30 June 2012 16:36

guarantee for the goods supplied and the services rendered is that the customer carries out the service during an authorized service of the company for the duration of the warranty period. After the expiry of the warranty period, in order to achieve normal use, the company recommends that the service is also performed at the authorized service of the company.

- 5.2. If a customer orders additional services or an expanded range of services, or if additional service work is required that could not be expected at the time of the conclusion of the contract, the time limit for the execution of the contractual services is adequately diminished, depending on the circumstances of the particular case.
- 5.3. If the company is unable to provide a service within the agreed time limits and terms due to the circumstances that arose after the conclusion of the contract, which could not be avoided, in the event of a worker's strike, in the event of a worker's failure due to sickness of the employees of the company providing services, in case of difficulties in purchasing spare parts, delays in the delivery or performance of suppliers' services, in case of force majeure and other similar cases, the customer expressly agrees to the agreed deadline is extended for an appropriate time.
- 5.4. If the company is late in performing contractual service, the client is entitled to claim a flat-rate compensation of 0.5% of the agreed service payment for the delayed service due to the delay for each closed week of delay, which is delayed by the company, but not exceeding 5 %.
- 5.5. If the company is in delay with the provision of service and the client provides a reasonable additional deadline for the service of the service to the company by a written statement, the client can withdraw the unilateral written statement from the contract only if the company was unable to perform its service without fault this additional period. Upon withdrawal from the contract, the client has no claims against the company, unless the customer proves that the company did not perform the service due to circumstances that the company could have prevented.
- 6. Liability with regard to accidental destruction and damage and in connection with the transport of the object of service
- 6.1. The risk of accidental destruction and damage to the device and / or machinery in relation to which the service was provided even during the provision of the service is borne by the

Written by Administrator Saturday, 30 June 2012 16:36

customer.

- 6.2. If a device and / or a machine in respect of which a service service has been provided is transported from one place to another place, a transport is organized by the customer, who also bears responsibility for the destruction or damage of the device and / or the three along the entire route, as long as the device and / or the machine is not brought to the destination, that is to the premises where the service is to be provided.
- 6.3. If the transport of the device and / or the machine in respect of which the service was provided on the basis of the concluded contract is taken over by the company, it shall be carried out at the expense and liability of the client, even if the company carries out transport with its own vehicles, unless for the individual example in writing otherwise.
- 6.4. The machinery and machinery that a customer has handed over to the company for the purpose of repairing the service of the customer is not obliged to insure in the event of fire, flood, or any other natural disaster, for example theft or damage arising from transport and storage or in connection with the transport, storage and other similar cases. All the risks listed above are assumed by the client, unless the company explicitly, in writing, agrees, at its request and at its expense, to make appropriate insurance.
- 7. Acceptance of contractual services
- 7.1. Upon receipt of a written or oral communication from the client, the company informs the customer of the need to provide the service in what time the service could be provided. The company is obliged to provide a service service no later than two weeks after receipt of the customer's notice.
- 7.2. The company is deemed to be notified by the customer of the service provided by sending the invoice for the service provided to it.
- 7.3. If the customer did not explicitly advertise the agreed and delivered service and / or other contractual services after the service has been completed, the contractual service has been

Written by Administrator Saturday, 30 June 2012 16:36

correctly assumed and the client is not able to claim any claims against the company.

- 7.4. If the company terminates the provision of services on the basis of a written communication from the customer, the client is obliged to pay for services rendered up to the time of interruption of work, minus the payments already made within 15 days of receipt of the company's receipt.
- 7.5. The service technicians of the company will, after finishing work, in the case of delicate work on a daily basis, submit to the client for a review of the working time. The party may make comments on such a record to the company in writing no later than within 3 days from the receipt of the minutes by detailing what the statements in the minutes should not correspond to the actual situation, otherwise, the loss of the right from this address.
- 7.6. If the customer is delaying the acquisition of the devices and / or machines for which the service has been provided, the company is entitled to charge the storage costs.
- 8. Liability of the company in relation to the services provided
- 8.1. The company is liable for defective or incorrect services provided only in the event that the errors are due to the circumstances that service technicians could anticipate in the context of the provision of the service.
- 8.2. The client shall be obliged to notify the company in writing, if any, of any deficiencies in relation to the performed services which could not be noticed at the time of takeover, within 3 days from the moment when it was found. In a written communication, the customer must accurately describe the deficiencies identified. If the client fails to inform the company in a timely manner and loses all the rights in this legal address on the identified defects.
- 8.3. The company undertakes that any defective service provided by the takeover and duly notified to the company will be subsequently improved and reimbursed at no cost and at their own expense so that all reported defects that the company assesses as being are justified. The company will bear the costs of any disassembly and re-assembly of the devices and / or the

Written by Administrator Saturday, 30 June 2012 16:36

machinery, insofar as it is established that the service has been rendered inaccessible.

- 8.4. If the company does not correct the deficiencies in relation to the performed service services within the appropriate additional period of time, the client is entitled to request in writing, within its own choice, within 15 days of the expiration of a reasonable period of notice a reduction in the agreed price price or a written declaration to withdraw from the contract. If a party decides to withdraw from the contract, the client can not claim any damages and compensation for use from this legal address, unless it proves that the deficiencies found have been known to the company at the time of the conclusion of the contract.
- 8.5. In any case, the company is not liable for any defects that may arise which appear after one month has elapsed since the service has been performed.
- 9. Spare parts
- 9.1. The price for delivered spare parts is determined in accordance with the valid price list of the company, unless otherwise agreed.
- 9.2. The Company assumes no responsibility for spare parts that are not purchased from it or its authorized dealers. If the customer has installed or replaced the spare parts themselves. if not installed by an authorized service technician or service center

technicians of the company, it is a burden of proof that the identified defects are not the result of unprofessional installation on the client side.

- 9.3. Spare parts that have been manufactured or purchased by customer's special order can not be returned.
- 9.4. The company ordered and in accordance with the contract can only take back with a written consent only against the payment of 20% of the price at the price list, plus the costs of transport

Written by Administrator Saturday, 30 June 2012 16:36

and packaging.

- 10. Reserve and liens
- 10.1. The company has a right of reservation on the device and / or the machine in respect of which the service was provided, up to the total payment of all claims arising from the concluded contract, the services provided and the company's operations with the customer.
- 10.2 By signing a contract, the company and the client agree that the company on the device and / or the machine in relation to which the service was provided a lien, until the entire repayment of all claims arising from the concluded contract, the services provided by the company with the client. This provision applies only if the company does not already have a reservation of title on that device or machine.
- 10.3. If the customer is not the owner of a repaired device or machine and the customer does not pay all claims arising from the concluded contract, services rendered, or the company's operations with the client, the client explicitly agrees and empowers the company to exercise all the rights and obligations that it would have possibly the customer to the owner of the machine or the machine, to the total repayment of all the receivables the company has to the client. In this case, at the request of the company, the client is obliged to hand over all documentation necessary for the exercise of such rights and obligations.
- 11. Removal of old parts and materials used
- 11.1. The customer is obliged, in accordance with the applicable legislation and the adopted implementing regulations, to ensure that all old parts are properly removed, which can no longer be used for further use and waste consumable materials, such as, for example, waste oil that is generated during the duration and execution of the concluded contract and for other materials used, if the company and the customer have not expressly agreed otherwise in writing for the particular case.
- 12. Place of performance of contract, court of competent jurisdiction, applicable law

Written by Administrator Saturday, 30 June 2012 16:36

- 12.1. Unless explicitly agreed otherwise in writing, the service shall be provided at the client's premises designated by the contract.
- 12.2. Possible disputes arising from mutual agreements will be tried by the parties in a friendly manner, but if that is not possible, the dispute settlement is a court of jurisdiction in Ljubljana.
- 12.3. Slovene substantive law is used to resolve disputes.