

## TERMS AND CONDITIONS

These Terms and Conditions apply to all agreements concluded between Proizvodnja strojev za dr. posebne namene XPATH CNC machines, LUKA VOLK s.p. (hereinafter: »**XPATH CNC machines**« or »**us**« and similar derivatives) and purchasers of our products (hereinafter: »**customer**« or »**you**« and similar derivatives). These Terms and Conditions also apply to protection of information prior to conclusion of a sales contract (section 16). In these Terms and Conditions, you and XPATH CNC machines can also be collectively referred to as the »**parties**«.

You are bound by the Terms and Conditions in force at the time of acceptance of our offer. Before conclusion of the contract, we will explicitly remind you of the Terms and Conditions and provide you easy access to them. By confirming or accepting in writing our offer, the contract is concluded and is subject to these Terms and Conditions. Any terms and conditions of the customer do not apply, whether expressly rejected or not.

The parties can supplement the Terms and Conditions by a special written agreement. Such written agreement takes precedence in case of any discrepancies between it and these Terms and Conditions, unless these Terms and Conditions expressly exclude such precedence.

For the purposes of these Terms and Conditions, written form and written communication also include communication or agreements via email or other written electronic formats.

You are not allowed to purchase products with the intention of reselling them for profit. Such resale or other use for profit is prohibited.

The product images on the website are symbolic and do not guarantee the characteristics of the products.

### 1. Information about XPATH CNC machines

Company name:	Proizvodnja strojev za dr. posebne namene XPATH CNC machines, LUKA VOLK s.p.
Short company name:	XPATH CNC machines
Registered office:	Postojna
Business address:	Veliki Otok 44B, 6230 Postojna, Slovenia
Register number:	8924449000
Tax number:	SI 14990423
E-mail address:	info@xpathcnc.com

### 2. Submitting inquires, offer and prices

You can submit your inquiry to us either through the online product configurator or via the contact form.

We will send you our offer prepared based on the specifications from your inquiry to your email address. If you confirm the offer within its validity period, you will receive a proforma invoice and a confirmation of the concluded contract to your email address.

The type and quantity of products are as specified in our offer that you have confirmed or as mutually agreed upon in writing between the parties.

The terms and prices stated in the offer are valid during the validity period of the respective offer.

The prices of the products are indicated in EUR and may be subject to VAT (if applicable).

### **3. When is the sales contract concluded?**

The sales contract between you and us is concluded when you confirm our offer. Upon contract conclusion, all prices and other conditions are fixed and apply to both us as the seller and you as the buyer. You will receive a confirmation of the concluded contract and a proforma invoice to your email address.

The confirmation of the concluded contract, together with these Terms and Conditions, constitutes the content of the contract between you and us. You will have the confirmation in your email inbox.

The confirmation of the concluded contract is stored electronically on the XPATH CNC machines server.

### **4. Payment**

By confirming our offer, you commit to the agreed payment.

Payment is made in advance based on the issued proforma invoice, unless otherwise agreed in writing. We reserve the right to terminate the contract if the proforma invoice is not settled within the specified timeframe.

We will commence the delivery of the products upon receipt of payment, unless otherwise agreed in writing.

In the event of late payment, we reserve the right to charge statutory default interest and all costs incurred in relation to reminders and debt collection.

Until full payment (including VAT if applicable) is made, we retain ownership and all other rights to the products, and you do not acquire any rights. To avoid any doubt, if payment is agreed upon delivery, you must handle the products carefully and must not dispose of them as if you were the owner until full payment (when ownership is transferred). You are obligated to inform third parties of our retention of ownership and to promptly notify us of any third-party claims.

An invoice for the completed purchase will be sent to you by email or regular mail after the delivery has been made.

In the event of early termination of the contractual relationship due to any reason on your part, you are obligated to pay all expenses already incurred.

## **5. Delivery**

The delivery time and shipping costs for each individual order are specified in the offer.

The delivery time begins upon receipt of full payment, unless otherwise agreed between the parties.

Generally, we aim to complete the delivery within **4-16** weeks from the date of full payment for the products. In no event are we responsible for the delivery of the items within the usual time frames. The delivery time frame is for informational purposes only.

You are responsible for covering all expenses related to customs duties and any other compulsory charges associated with the delivery.

Additional provision regarding delivery for businesses: The delivery terms are EXW (Postojna, Slovenia), Incoterms 2020, unless agreed otherwise in writing. The EXW division of risks and costs remains in effect even if the parties agree that XPATH CNC machines organizes the shipment.

## **6. Exclusion of the right of withdrawal from the contract**

The products are not pre-manufactured; instead, they are made to your specifications.

Since these are products made according to your specifications, even if you are a consumer (i.e., natural person who is acting for purposes that are outside their trade, business, craft, or profession) and you come from a member state of the EU or EEA, you do not have the right to withdraw from the contract in accordance with Article 134 of the Consumer Protection Act (ZVPot-1).

## **7. Product non-conformity**

If you are a consumer (i.e., natural person who is acting for purposes that are outside their trade, business, craft, or profession) and you come from a member state of the EU or EEA, you are entitled to protection against product non-conformity under this provision.

If you are a business (i.e., a legal or natural person engaged in trade, business, craft or profession, regardless of its legal organizational form or ownership) or if you are not a consumer, you are entitled exclusively to protection under the guarantee specified in section 8. Our liability for non-conformity/defects in relation to businesses or non-consumers is fully excluded.

### **7.1. When is a product considered non-conforming?**

A product is considered non-conforming when:

- it does not comply with the sales contract, especially when:
  - it is not of the description, type, quantity and quality, and does not possess the functionality, compatibility, interoperability and other features, as required by the sales contract;
  - it is not fit for any particular purpose for which the consumer requires them and which the consumer made known to the seller at the latest at the time of the conclusion of the sales contract, and in respect of which the seller has given acceptance;
  - it is not delivered with all accessories and instructions, including on installation, as stipulated by the sales contract; and
  - it is not supplied with updates as stipulated by the sales contract.
- it is not fit for the purposes for which goods of the same type would normally be used.
- where applicable, is not of the quality and does not correspond to the description of a sample or model that the seller made available to the consumer before the conclusion of the contract.
- where applicable, is not delivered along with such accessories, including packaging, installation instructions or other instructions, as the consumer may reasonably expect to receive.
- is not of the quantity and does not possess the qualities and other features, including in relation to durability, functionality, compatibility and security normal for goods of the same type and which the consumer may reasonably expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller, or other persons in previous links of the chain of transactions, including the producer, unless the seller proves that:
  - the seller was not, and could not reasonably have been, aware of the public statement in question.
  - by the time of conclusion of the contract, the public statement had been corrected in the same way as, or in a way comparable to how, it had been made; or
  - the decision to buy the goods could not have been influenced by the public statement.

### **7.2. How is the conformity of the product verified?**

The conformity of the product is verified by comparing it with another defect-free product of the same type and by referring to the manufacturer's statements or the information provided on the product itself.

### **7.3. How to claim non-conformity of a product?**

You can assert your rights regarding the non-conformity of a product by notifying us of the non-conformity within two months from the day you discovered it. In the notification of non-conformity, you must accurately describe the non-conformity and allow us to inspect the product.

We are not liable for non-conformity that becomes apparent after two years from the delivery of the product. It is considered that the non-conformity existed in the product at the time of delivery if it occurs within one year from the delivery.

If you have properly notified us of the non-conformity, you have the right to demand that:

- we establish the conformity of the product free of charge by repairing or replacing it. If we fail to do so within a reasonable time, you have the right to:
- request a proportional reduction of the purchase price, or withdraw from the sales contract and request a refund of the paid amount.

In any case, as a consumer, you can also claim compensation for damages incurred due to asserting a legitimate claim regarding the non-conformity of the product.

The reasonable period for repair or replacement is 30 days from the moment you notified us of the non-conformity. This period may be extended to the shortest time necessary to complete the repair or replacement, but not exceeding 15 days.

Despite the aforementioned order of claims, you have the right to immediately withdraw from the contract if the non-conformity of the product occurs within 30 days of delivery.

You cannot withdraw from the contract if the non-conformity is insignificant.

If the existence of non-conformity in the product is not disputed, we will respond to your request as soon as possible, but no later than within eight days. However, if the existence of non-conformity in the product is disputed, we will provide a written response to your request within eight days of receiving it, explaining our position.

For more information on your rights in the event of product non-compliance, see Article 71-87 of the Consumer Protection Act (ZVPot-1).

## **8. Guarantee**

We provide a guarantee for our products under the terms specified in the guarantee terms.

In accordance with the guarantee terms, we guarantee that the products will have the properties and characteristics as specified in the end-user documentation and will function flawlessly during the guarantee period, which starts from the date of delivery. The warranty is valid for 12 (twelve) months from the date of delivery, or for certain products, 36 (thirty-six) months from the date of delivery.

For more information on how to claim guarantee, please refer to

**<https://www.xpathcnc.com/wp.html>**

## **9. Service**

We provide repair, maintenance, and spare parts for products for a fee for a minimum period of 3 (three) years after the expiration of the guarantee for each product.

For service inquiries, please contact us at [info@xpathcnc.com](mailto:info@xpathcnc.com).

## **10. Protection of Personal Data**

At XPATH CNC machines, we take the protection of your personal data very seriously. You can find everything about the protection of your personal data in our [Privacy Policy \(https://www.xpathcnc.com/pp.html\)](https://www.xpathcnc.com/pp.html).

## **11. Publication of references**

Unless otherwise agreed in writing, you agree that we may publish your company and logo in our portfolio, on our website, Facebook, Instagram and LinkedIn profile or any other social network as our valued customer. This applies to customers who are businesses.

## **12. Limitations and exclusions of liability**

You are solely responsible for the accuracy and timeliness of the data you provide to us through the website, and we do not assume any responsibility for any consequences that may arise from incorrect data.

We shall not be liable for any damages resulting from the customer's delays in fulfilling contractual obligations.

The customer warrants that they are familiar with the operation of the products and have sufficient experience in handling the products.

We are not responsible for damages that occur because:

- the installation, assembly, configuration, or operation of the product was carried out contrary to the installation, assembly, configuration, or operation rules;
- the product is not used in accordance with the instructions or for its intended purpose;
- the product is not maintained in accordance with the maintenance rules and procedures stated in the end-user documentation;
- the product has been tampered with or modified in any way without prior written consent from XPATH CNC machines or by a person not authorized by XPATH CNC machines, including but not limited to unauthorized repairs, disassembly, or any other direct or indirect alteration of the product.

We are not liable for websites operated by third parties.

### **13. Force Majeure**

We shall not be liable for any non-performance that is caused by any event beyond our control, including but not limited to earthquakes, fires, storms, or other acts of nature, war, rebellion, strikes, or other civil unrest, national or international emergencies, disruptions in the supply of materials or equipment from usual sources, transportation failures, laws, regulations, trade restrictions, etc.

### **14. Applicable law and jurisdiction**

These Terms and Conditions, the sales contract, and the relationship between you and us are governed by Slovenian law, without regard to its principles of conflicts of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. If mandatory consumer protection provisions apply in accordance with EU law, they remain unaffected.

The competent court in Ljubljana shall have jurisdiction to resolve disputes between you and us.

In you are a consumer: In the event of a consumer dispute, the general rules on the territorial jurisdiction of courts in consumer disputes shall apply.

### **15. Complaints and consumer dispute resolution**

#### **15.1. Complaint procedure**

We respect the applicable consumer protection laws and strive to provide an effective system for handling complaints.

In case of any issues, please contact us via email at [info@xpathcnc.com](mailto:info@xpathcnc.com), through which you can submit your complaint. The complaint handling process is confidential. We are confident that we can resolve your concerns, issues, or complaints together in a quick, efficient, and amicable manner.

#### **15.2. Out-of-court settlement of consumer disputes**

We do not recognize any alternative dispute resolution entity as competent for resolving consumer disputes that could be initiated under the Out-of-Court Settlement of Consumer Disputes Act.

The online consumer dispute resolution platform (SRS) is available [here](https://ec.europa.eu/consumers/odr/main/?event=main.trader.register&lng=SL) (<https://ec.europa.eu/consumers/odr/main/?event=main.trader.register&lng=SL>).

## **16. Confidentiality and protection of information**

Every offer, sales contract, product or service specifications, and the terms of sale mentioned in the documents (including, but not limited to, the price) constitute our trade secret. This applies even if you have received our proposal documentation but have not proceeded with the conclusion of a sales contract.

You may only disclose documentation and information that constitute a trade secret to third parties with our prior written consent.

The provisions of this clause remain in effect even after the termination of the business relationship between the parties.

## **17. Intellectual property rights**

All content published on the website <https://www.xpathcnc.com/>, including the logo, design, photographs, videos, texts, etc., are subject to our copyright and other intellectual property rights or the rights of our partners. Without our explicit prior written consent, you may not reproduce, publicly display, or use them in any way.