

All agreements and offers are based on our general terms of delivery and business. By placing an order or accepting a delivery, you are agreeing to these terms and conditions. Where the customer has a deviating requirement, unless it is expressly agreed in writing it is not binding for us, even if we do not explicitly contradict it. Kouzon Corporation, blvd St. Kliment Ohridski 58, 1000 Skopje, Macedonia, is hereinafter referred to as the "supplier", while the respective business partner is referred to as the "dealer".

1. OBJECT OF CONTRACT

1.1. Orders placed with us relate to the goods relevant to the respective order. However, in the event that of technical or production modifications to the goods to be supplied once the order has been placed, we expressly reserve the right to supply the goods as they differ in form or construction insofar as this does not represent any unreasonable deviation for the dealer.

1.2. Equipment characteristics or other technical details of products sold by us as they are represented in brochures or in any other way (e.g. on the Internet) are only for the purpose of example and are not contained in the contract. Specific equipment or technical characteristics of the goods to be supplied are only contained in the contract if this is expressly agreed in writing.

2. DELIVERY DATE AND DELAYS

2.1. The agreed lead time is only approximate. The lead time begins on the day on which the order is placed and is considered met if by the end of the lead period the goods have left our warehouse or, if shipping is possible, the goods have been declared ready to be shipped. In the event of early delivery, the early delivery time and not the originally agreed time is relevant.

2.2. The lead time is increased - including within a delivery delay - appropriately if unforeseen obstacles arise, which we could not have prevented despite having taken due care in accordance with the circumstances of the case, regardless of whether they occur on our part or on the part of a subcontractor, e.g. malfunctions, intervention of the authorities, energy supply difficulties, delay in the supply of source products, etc. The same also applies in the case of strike and lockout. However, such circumstances will be communicated to the dealer immediately.

2.3. If in the above-mentioned cases (2.2.) the lead time is extended or if the supplier is absolved of their obligation to supply, then any claims for compensation and rights of withdrawal of the dealer resulting from this are void.

2.4. When late modifications are made to the contract which can affect the lead time, the latter is extended appropriately unless special agreements concerning this are made.

3. PRICE

3.1. Orders for which no fixed prices are expressly agreed upon are calculated on the day of delivery using the valid list prices (current market price). The prices are net prices.

3.2. All modifications to the agreed foreign currency or the Euro exchange rate occurring after the contract has been concluded affect the customer.

4. TERMS OF PAYMENT

4.1. All invoices are due immediately they are received and due for payment without deduction unless it has been otherwise expressly agreed in writing in the sales contract. Payments are charged first on expenses, then on interest and capital.

4.2. The contract is only considered fulfilled if the purchase price is paid including all additional expenses evident from the sales contract.

4.3. In the case of a delay of payment by the dealer, interest is charged at a value of 12 (twelve) per cent points above the base interest rate of the Macedonian Central Bank. The base interest rate, which applies at the last calendar day of one half-year, is determining for the next half-year. Furthermore, the payment of all reminder, collection and legal costs, insofar as they serve the appropriate prosecution, is agreed. The dealer is not authorised to withhold or count up payment as a result of compensation or other claims.

5. RISKS, TRANSFER, DISPATCH AND FREIGHT

5.1. If the goods are dispatched to the dealer on request, the liability for accidental damage or breakage of the goods resulting from their delivery to the external carrier and supply is transferred exclusively to the dealer, regardless of whether the goods are dispatched from the place of delivery and no matter who bears the freight costs.

5.2. If the goods are ready for delivery and the dispatch or acceptance is delayed for reasons outside the control of the supplier, the risk is transferred to the customer once the goods are shown to be ready for dispatch.

6. WITHDRAWAL

6.1. Should one of the contract parties not fulfil their contractual obligations promptly, the other party can withdraw from the contract by giving 14 days' notice.

6.2. In the event that the supplier withdraws from the contract as a result of the non-fulfilment of the contract by the dealer as well as in the event of the latter's unjustified withdrawal, the supplier is entitled to claim for damages. The supplier is entitled to a concrete damages payment of 30% of the purchase price and any incidental transport costs, without further evidence, whereby the supplier also reserves the right to enforce additional claims. The supplier has the right to insist on the fulfilment of contractual obligations.

7. RETENTION OF TITLE

7.1. The supplied goods remain the property of the supplier until all debts of the business relation between the supplier and the dealer have been fully paid. The acceptance of the purchase price by the supplier is considered as payment.

7.2. The dealer is entitled to resell goods supplied under reservation only with the express prior written permission of the supplier. No deposit, chattel mortgage or assignment for security is allowed. In the event that the supplier agrees to resale, the dealer is obliged to ensure that the supplier retains the title in the event of resale of goods supplied under reservation. For this purpose, the dealer relinquishes all debts owing to him from the resale of the goods supplied under reservation to the supplier. The supplier declares acceptance of this transfer. Regardless of the transfer and collection right of the supplier, the dealer is entitled to collect the debts as long as he fulfils his obligations vis-a-vis the supplier and does not fall into financial decline. Upon request of the supplier, the dealer must provide the supplier with all the information required to collect the relevant debts and inform the relevant debtors of the transfer.

7.3. The dealer must inform the supplier immediately of execution measures taken by third parties with regard to goods supplied under reservation or debts transferred prematurely by transferring the documents required for intervention. The dealer is obliged to have goods supplied under reservation for loss or damage at his own cost.

8. GUARANTEE, NOTICE OF DEFECT

8.1. In the event of a defect in the goods supplied, the supplier must repair or replace the goods within the legal guarantee period selected under exclusion of further guarantee claims of the dealer. The guarantee period begins when the goods are supplied to the dealer.

8.2. The supplier must be notified of the defects within 3 working days on the supplier's online portal or in writing including all documents required for assessing the claim of the defect. If the dealer does not fulfil the obligation to give notice in writing (or via the online portal), the supplier's guarantee obligation is void.

8.3. If the supplier allows an appropriate defined grace period to elapse without having replaced or repaired the goods, the dealer has the right to withdraw from the contract under exclusion of all other claims. At least a period of 40 working days is to be granted to the supplier. In the event of withdrawal when the goods have already been sold to the end customer, the supplier must exclusively replace the objective value of the goods. If the dealer does not refund the customer to the full value of the goods for any reason whatsoever, the supplier's replacement obligation is reduced by the same percentage value. Additional costs are not refunded. Claims for delivery damage are accepted only if the damage was indicated on the shipping documents of the forwarding business.

9. TRANSPORT COSTS

9.1 Transport costs are borne by the dealer. Special arrangements must be made in writing.

10. WARRANTY

10.1. A warranty going beyond the legal guarantee is carried out exclusively by the manufacturers of the supplied products and in accordance with the condition and to the extent of the terms of the warranty of the manufacturer. The processing of warranty claims directed at the manufacturer takes place only via the supplier as the contract partner of the manufacturer, without resulting in direct claims by the dealer or his customer against the supplier.

10.2. Any damage or defect of the goods supplied by the supplier, which can be traced to inappropriate handling and/or maintenance and/or modifications to the commodity in relation to the condition upon dispatch are not only excluded from any guarantee, but also a manufacturer warranty. Likewise wear and tear as well as replacement of expendable or operational materials (batteries) are excluded from any guarantee or claims on the basis of the manufacturer warranty.

10.3. The supplier will offer the dealer a warranty free of charge only if there are no outstanding claims between the supplier and the dealer. In the event of outstanding claims, the dealer can only exchange the parts covered by the warranty for cash in advance.

11. DAMAGES

11.1. The supplier is responsible only for damage due to deliberate or negligent behaviour of its or its employees. The dealer has a right to withdrawal from these cases under exclusion of all other requirements.

12. RIGHT TO REFUSE PERFORMANCE, RIGHT OF RETENTION AND OFFSET RIGHTS

12.1. If counter-claims of the dealer are recognised by the supplier or else legally identified, the dealer can offset his counter-claim with regard to the claims of the supplier or can refuse or withhold his services. If no counter-claims are recognised by the supplier and/or legally identified, the dealer is not entitled to withhold or refuse to provide his services as a result of his counter-claims, nor is he entitled to offset them. The right of lien can be made valid for each case only to the extent of the recognized counter-claim.

13. PLACE OF DELIVERY, JURISDICTION, APPLICABLE LAW

13.1. The place of delivery for all obligations from the contractual relation is the premises of the supplier. The court responsible in the area of the premises of the supplier is also exclusively responsible for all disputes arising from the contractual relation as well as for its creation or effectiveness.

13.2. The contractual relation is subject to Macedonian law, with exception of the uniform UN purchase law.