



Електролуks Palenzo
Electrolux

GENERAL CONDITIONS OF SALE

1. - APPLICATION OF THE GENERAL CONDITIONS OF SALE – CONTESTABILITY

In accordance with the provisions of the Law of 2 August 2005, these Electrolux Conditions of Sale are integral together with the current price list and relevant regulations of recommendations, as circulated periodically and available to every customer in conjunction with his order requirements. These General Conditions of Sale shall be forwarded or presented to each purchaser to enable that party to place an order. Consequently, the act of placing an order implies the purchaser's full, unreserved adherence to these General Conditions of Sale to the exclusion of all other documents such as brochures and catalogues issued by the vendor, no special condition may prevail over the General Conditions of Sale. In the absence of express acceptance, no contrary condition may be raised in objection by the purchaser, regardless of the time when it may have been brought to its knowledge. Should the vendor not avail itself of any one of these General Conditions of Sale at given time, this may not be interpreted as constituting renunciation of availing itself of any of the aforementioned conditions whatsoever at a later time.

Ovaj crtez e sopshvenost na Electrolux-Bitola. Bez negovo pismeno odobruvanje istiot nesmee da se prepisuva , umnozava niti kopira bez soglasnost od Електролуks vo sproitivno se snosat posledici vo smislana clenovite 163 i 164 od kniviciot zakon R.M. (povreda na avtarsko pravo)

Electrolux is registered trademark of Електролуks companies in Macedonia and other countries

Made in Electrolux



Adresa: ul.Braka Mingovi 18, 7000 Bitola; tel: 047/203-330 ,203 900ul.A.Guslarot.1a 02/329 8.130 Skopje

www.electrolux.com.mk www.elektroluks.com.mk electrolux@mt.net.mk





Електролукс Palenzo Electrolux

2.-ORDERS

Orders are only final when they have been confirmed in writing by the vendor in the form of acknowledgement of receipt, unless otherwise stipulated. The vendor is only bound by orders taken by its representatives of employees subject, written confirmation. Benefit from the order is personal to the purchaser and may not be transferred without the vendor's agreement.

3. – CHANGING AN ORDER

Any change or cancellation of any requested by the purchaser may only be taken into consideration if it is received in writing prior to shipment of the products. At the vendor's discretion, amendments of cancellation shall give rise to additional invoicing or the payment of penalties equal to 25 % of the amount of the initial order. If the vendor does not accept the change or cancellation, any advance payments made will not be returned.

4. – DELIVERY – PURPOSE OF THE DELIVERY

The vendor reserves the right to make any modifications that it deems appropriate for its products at any time, and it reserves the right to modify the models defined in its brochures or catalogues without providing prior notice and without any obligation to modify products either delivered previously of which are subject to a current order.

5. – DELIVERY

5.1. TERMS

Delivery is carried out either by directly delivering the product to the purchaser, or by delivering it to a forwarding agent or carrier at the vendor's warehouses. The purchaser undertakes to take delivery within 8 days of notice of the goods' availability being provided. Once this period has elapsed, the vendor may either consider the order to be cancelled and the sale to be unilaterally terminated by the purchaser, or storage costs will be taken into account.

5.2. DELIVERY TIMES

Deliveries are only performed depending on availability and following the sequence in which orders arrive. The vendor is allowed to make either full or partial deliveries. The delivery times are indicated as precisely as possible, but depend on what options the vendor has in terms of procurement and transport. Should deliveries take longer than the delivery time stated, this shall not give rise to damages, deductions or the cancellation of orders in progress. Nevertheless, if one month after the indicative delivery date, the product has not been delivered for any reason other than a case of force majeure, the sale may then be cancelled at the request of either of the parties; the purchaser will be able to have its advance payment returned, for the exclusion of any other compensation or damages. The following are considered to be cases of force majeure which release the vendor from its obligation to deliver: war, riots, fires, strikes, accidents, or it being impossible for the vendor to obtain procure supplies. The vendor shall, within an appropriate time, keep the purchaser abreast of the cases and events listed above. In any case, delivery within the delivery times may only be carried out if the purchaser is up to date in fulfilling its obligation towards the vendor, whatever the cause.



Adresa: ul.Braka Mingovi 18, 7000 Bitola; tel: 047/203-330 ,203 900ul.A.Guslarot.1a 02/329 8 130 Skopje

www.electrolux.com.mk www.elektroluks.com.mk electrolux@mt.net.mk





Електролукс Palenzo Electrolux

5.4. – RISKS

The products shall travel at the recipient's risk, with that party being responsible for making any assessments required in the event of damage or ullage as well as for confirming its reservations stated via a deed prepared out of court or via a registered letter with acknowledgment of receipt from the carrier within three days of receipt of the merchandise.

6. – ACCEPTANCE

Without prejudice to the provisions to be taken in relation to the carrier, complaints regarding conspicuous defects, or non-complication of the products delivered with the product ordered or the dispatch note, must be made in writing within 48 hours of the arrival of the products. It will be the purchaser's responsibility to provide any supporting documentation regarding the real nature of the defects and setting them right, and shall refrain from intervening itself, or from asking any third party to intervene for this purpose. For products sold in packaging, the weight and measurements upon departure shall be valid for ascertaining the quantities delivered. The lengths invoiced shall be the ones actually delivered. When they are subject to special manufacturing, they may differ from the quantities ordered by 10% without this providing grounds for being contested by the purchaser.

7. – REPLACEMENT

7.1. TERMS

Non-compliant or spoiled products can be replaced. Any return of the product shall be subject to formal prior agreement between the vendor and the purchaser. Any product returned without this agreement would be kept available for the purchaser and would not give rise to a credit being drawn up. The costs and risks involved in such a return shall always be borne by the purchaser. Merchandise that is returned shall be accompanied by a return slip to be attached to the package and such merchandise must be in the condition in which it was in when the vendor delivered it.

7.2. CONSEQUENCES

In the event of a conspicuous defect or non-compliance of the products delivered, duly noted by the vendor under the conditions set out hereinabove, the purchaser may obtain a free replacement, or a refund for the products at the vendor's discretion, to the exclusion of any compensation or damages.

8. – WARRANTY FOR CONCEALED DEFECTS

8.1. SCOPE

The vendor's warranty is limited to defects that are inherent to the products sold and which existed on the day on which they were sold. The vendor's liability cannot be invoked in the event of abnormal use of the products or failure to follow safety rules, and notably responsibility transfers to the end user in the case of orders where installation and end use do not follow the Electrolux recommendations for installation and use. Under this warranty, the only obligation incumbent on the vendor shall be free replacement or repair (vendor's choice) of a product or component recognized as being defective by its departments. To benefit from the warranty, all products must be submitted to the vendor's after-sales service beforehand, which must provide its approval for any replacement to be provided. Any carriage cost shall be borne by the purchaser.



Adresa: ul.Braka Mingovi 18, 7000 Bitola; tel: 047/203-330 ,203 900ul.A.Guslarot.1a 02/329 8 130 Skopje

www.electrolux.com.mk www.elektroluks.com.mk electrolux@mt.net.mk





Електролукс Palenzo Electrolux

8.2. EXCLUSIONS

The warranty shall not apply to conspicuous defects. Faults and deterioration due to normal wear and tear or an external accident (incorrect assembly or installation, poor storage conditions, abnormal use, etc.), or due to a modification of the products which was neither foreseen or specified by the vendor shall also be excluded.

9. –PRICES

With the exception of orders with particular specifications where the prices are determined by quotation, Electrolux products are subject to the list price currently in force as confirmed by simple notification. Prices agreed net, duty free. Quotations shall be valid for the calendar year during which they were drawn up, unless otherwise stipulated. The prices are understood to be net, "ex-" their place of dispatch, and exclusive of tax, based on the price lists forwarded to the purchaser for the supply of products and materials. Unless otherwise agreed, any request for the provision of additional services such as studies, engineering, test reports, factory acceptance, approval procedures or miscellaneous certificates shall be subject to additional invoicing by the vendor which is separate from the cost of the products sold. The payment currency shall be Euros unless otherwise stipulated. Any tax, duty or other provision of service to be paid for in pursuance of Macedonian regulations or the regulation of an importing country or a transit country shall be borne by the purchaser. Unless the vendor provides written agreement, carriage costs shall always be borne by the purchaser.

10. –INVOICING

An invoice shall be drawn up for each delivery and delivered when it is made, unless a summary invoice which refers to several delivery ships that have been issued is drawn up.

11. – PAYMENT

11.1. TERMS

Unless otherwise agreed, payments shall be made within 30 days of the invoice date. In the event of deferred payment, for the purposes of this article, a payment does not constitute the simple presentation of a commercial paper or cheque implying an obligation to pay, but settlement thereof by the agreed deadline.

11.2. ADVANCE PAYMENT

The vendor reserves the option of making the order subject to providing an advance payment.

11.3. LATE PAYMENT OR NON – PAYMENT

In the event of late payment, the vendor may suspend all orders in progress without prejudice to any other course of action. Any sum not paid by the due date featured on the invoice shall lead to the application of penalties to a sum equal to one and a half times the legal interest rate. These penalties shall be payable when the vendor so requests. In the event of non-payment, if forty-eight hours elapse after notice has been provided without any result, the sale shall automatically be cancelled should the vendor deem fit to do so. The vendor may institute summary proceedings to request the return of the products, without prejudice to any other damages. Cancellation shall apply not only to the order in question but also to any prior orders that are unpaid, whether or not deliveries have been made or are being delivered, and whether or not payment for them is due. In the event of payment using a commercial paper, failure to return the paper shall be considered to constitute refusal of acceptance comparable to failure to pay. Likewise, when payment is staggered, non-payment of a single installment shall lead to all of the debt becoming immediately payable without need to provide notice of this. In all previous cases, the sums that may be for other deliveries, or for any other reason, shall become payable immediately if the vendor does not opt to cancel the relevant orders. The purchaser shall provide compensation for all expenses incurred due to the disputed recovery of sums owed, including the professional fees for legal officials. Under no circumstances may payments be suspended or be subject to any compensation whatsoever without the vendor's prior agreement in writing. Any partial payment shall be attributed firstly to the non-preferential part of the debt, and then to the sums that have been outstanding for the longest.



Adresa: ul. Braka Mingovi 18, 7000 Bitola; tel: 047/203-330, 203 900 ul. A. Guslarot. 1a 02/329 8 130 Skopje

www.electrolux.com.mk www.elektroluks.com.mk electrolux@mt.net.mk





Elektroluks Palenzo Electrolux

14.- PACKAGING

Unless otherwise agreed, consignment of the cable drums is invoiced for at the same time as the cables (based on the professional rate in force). A refund is provided for this subject to deduction of a fixed fee if the cable drums are returned carriage-paid and in good condition within a maximum period of 3 months. Beyond this period, the vendor may apply a rental fee of 2.5 % of the price per month. Packaging and cable drums bearing the vendor's trademarks may only be used for its products and may not be used for anyone else's products under any circumstances. Any breach of this rule shall render the party responsible subject to prosecution and the payment of damages.

15. – INDUSTRIAL PROPERTY

All the equipments, models, plans, specifications, technical documents, assembly instructions, user manual and other items of information provided by the vendor shall remain its property at all times. The purchaser may not claim any ownership whatsoever over the equipment, models, plans and specifications and other items of information and may not use them outside the context of the sales contract under any circumstances. The purchaser shall refrain from reproducing the Vendor's products. All of the industrial property rights relating to results stemming from the execution of the order shall remain the vendor's property without any time limits or geographical limits.

16. – CONFIDENTIALITY

The purchaser shall consider any information given, technical formula, or concept it may obtain knowledge of through this contract to be strictly confidential and shall refrain from divulging it. For the purposes of applying this clause, the Purchaser shall be responsible both for itself and its employees. However the Purchaser shall not be held responsible for any disclosure if the items divulged were in the public domain or if it had knowledge of them or obtained them from a third party by legitimate means. Likewise, the vendor undertakes to keep the information it will have at its disposal in the course of existing this contract strictly confidential and not to divulge it to anyone whatsoever, either during execution of the agreement or following its completion.

17. – COMPETENCE – APPLICABLE LAW

In the event of litigation of any sort or a dispute regarding the formation or execution of the order, the court of Macedonia alone shall be competent, unless the vendor prefers to submit its case to any other competent jurisdiction. This clause applies even in the case of summary proceedings, incidental claims or in the event of there being several defenders or the introduction of third parties regardless of the method and terms of payment, without any clauses assigning jurisdiction which may exist in purchaser's documents being able to pose obstacles to the application of this clause. The applicable law is Macedonian law.

