



# General Terms and Conditions (GTC)

## SALES CONDITIONS

### DEFINITIONS

In this document, the following terms have the following meanings:

- "Customer" refers to any person or company as a part of Business to Business (B2B) transaction that orders, purchases, or otherwise utilizes goods and services from MIKRO + POLO D.O.O..
- "Goods" are the items specified in the offer.
- "Non-binding Offer" is a non-binding description of services, a cost estimate, or a similar document outlining the goods and services to be provided by MIKRO + POLO D.O.O..
- "Order" is a binding offer made by the Customer to MIKRO + POLO D.O.O..
- "Order Confirmation" is the acceptance of the order by MIKRO + POLO D.O.O., directed to the Customer.
- "Services" refer to the contractual services to be performed by MIKRO + POLO D.O.O. as specified in the offer.
- "Conditions" are the delivery terms outlined in this document, along with any special conditions agreed upon in writing by MIKRO + POLO D.O.O..

## 1. GENERAL

- 1.1. These conditions apply to all deliveries and services provided by MIKRO + POLO D.O.O. to Customer, even if not explicitly referred to.
- 1.2. By placing an order, the Customer acknowledges having read and accepted these conditions.
- 1.3. Deviations from these conditions are valid only with written consent from MIKRO + POLO D.O.O..
- 1.4. The general terms and conditions or contract templates of the Customer, which conflict with these conditions, are fully invalid regardless of how they are communicated to us. No objection from the Customer is necessary.
- 1.5. If the parties have expressly, separately and in writing, agreed otherwise for an individual transaction, the GTC shall apply to such transaction about everything that has not been specifically agreed upon.
- 1.6. MIKRO + POLO D.O.O. provides services to business customers. Consumer protection regulations do not apply in this context.
- 1.7. The GTC are available at MIKRO + POLO D.O.O. premises and online at [Lab Interior - Mikro+Polo](#).

## 2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. By ordering Goods or services from MIKRO + POLO D.O.O. the Customer does not acquire any drawings, software, or other intellectual property rights unless explicitly agreed otherwise.
- 2.2. MIKRO + POLO D.O.O. remains the sole owner of all intellectual property rights.
- 2.3. The transfer of any documents provided by MIKRO + POLO D.O.O. to third parties is prohibited.

## 3. CUSTOMER'S DUTY

- 3.1. The Customer is obliged to inform MIKRO + POLO D.O.O. in a timely manner of all regulations and requirements relevant to the proper execution of the services before the commencement of the services.
- 3.2. The Customer must designate a representative before the start of the services to ensure proper and effective collaboration and communication with the management and staff of MIKRO + POLO D.O.O..



- 3.3. The Customer ensures that the order details and all information in the service description and goods specification are complete and accurate.
- 3.4. The Customer commits to cooperating with MIKRO + POLO D.O.O. in all matters concerning the services and the contractual relationship.
- 3.5. The Customer must provide MIKRO + POLO D.O.O. with all information and materials reasonably required for the performance of the services and ensure that such information is complete and accurate in all material respects.
- 3.6. The Customer is obligated to inform MIKRO + POLO D.O.O. of any safety and/or other specific regulations. MIKRO + POLO D.O.O. will then impose these regulations on its staff. If certain regulations might affect the price, they must be disclosed before the preparation of the order/offer.
- 3.7. The Customer must inform MIKRO + POLO D.O.O. of the transportation routes to be used during assembly and service provision.
- 3.8. If an elevator cannot be used during assembly, MIKRO + POLO D.O.O. must be informed of this before placing the order/offer. Additional costs arising from assembly or service provision without an elevator or with limited access to the service site will be covered by the Customer.
- 3.9. Preparatory work must be carried out by the Customer at their own risk and expense unless explicitly agreed otherwise.

#### 4. CONTRACT FORMATION, ORDER APPROVAL, AND DRAWINGS

- 4.1. MIKRO + POLO D.O.O. provides the Customer with a non-binding offer (referred to as Non-binding Offer) which does not create legal and financial consequences for the MIKRO + POLO D.O.O.. The Customer confirms this non-binding offer and issues an order in writing via post or email.
- 4.2. MIKRO + POLO D.O.O. confirms the Customer's signed order/offer with an order confirmation (contract conclusion) only after all relevant details and project configuration have been fully determined and approved by both contracting parties: this includes the final arrangement of furniture and equipment as well as dimensions, material and colour specifications, positions of connections and installations and any special requirements related to installation or site conditions (generally 20 days, though this period may be longer for larger or more complex orders). Drawings are considered approved when the Customer confirms them as finalized.
- 4.3. For any changes requested by the Customer, MIKRO + POLO D.O.O. will revise the drawings accordingly and submit them for final approval. The Customer must confirm the drawings within 5 business days of receipt. For larger or more complex orders, the Customer may request an extension of this period.
- 4.4. MIKRO + POLO D.O.O. reserves the right to invoice the Customer for the preparation of multiple revisions of the drawings from the 3rd revision onwards.
- 4.5. MIKRO + POLO D.O.O. reserves the right to modify specifications in the non-binding offer before the order confirmation. In such cases, the Customer will be asked to submit a new order within a reasonable period.
- 4.6. The Customer must provide all required technical drawings to MIKRO + POLO D.O.O. before or during the order process. If this is not done and MIKRO + POLO D.O.O. does not have all the necessary information and/or drawings, it is entitled to extend the preparation period for the drawings.
- 4.7. The delivery period begins on the date of final drawing approval.
- 4.8. If changes exceeding those described in Article 4.2 are made to the drawings (after the final drawing approval), the Customer will bear the additional costs incurred by MIKRO + POLO D.O.O..
- 4.9. Order cancellations after confirmation by the Customer are not permitted.



4.10. MIKRO + POLO D.O.O. reserves the right to make changes in execution and design if they are reasonable, necessitated by production, or signify technical progress, without causing significant disadvantage to the Customer. The agreed price remains unchanged in such cases.

## 5. SUITABILITY VERIFICATION

5.1. The Customer confirms that all goods to be supplied by MIKRO + POLO D.O.O. are suitable for the intended purpose and comply with their (professional) legal requirements.

## 6. PRICE

6.1. Prices not explicitly quoted as including VAT are exclusive of VAT.

6.2. Services that could not be completed at the time of determining the service price will be charged additionally based on actual labour and material costs. This particularly applies to unforeseen delays and waiting times.

6.3. The agreed prices are fixed prices. However, if material costs for an individual position within the agreement or for the total price increase by more than 2% without fault on MIKRO + POLO D.O.O.'s part, the company is entitled to adjust the prices. The basis for such adjustments is the wholesale price index from Statistic of Republic of Slovenia if the service is performed in Slovenia or Statistics of Austria if the service is performed in other countries, valid at the time of contract conclusion. Prices will also be adjusted according to statutory wage increases and energy or raw material costs. If other significant factors affecting price calculation, such as changes in legislation, official directives, or new taxes, arise, MIKRO + POLO D.O.O. is entitled to pass on these cost increases to the Customer.

## 7. PAYMENT AND RETENTION OF TITLE

7.1. All payments, including partial and advance payments, must be made by the agreed amount and date. For late payments, interest on arrears and compound interest will be charged as per legal regulations that apply.

7.2. All goods remain the property of MIKRO + POLO D.O.O. until full payment of the price.

7.3. Prices specified in a particular currency must be paid in full in that currency and to the specified bank account. Any exchange rate fluctuations and/or international payment transaction fees are the responsibility of the Customer.

7.4. If the goods are not delivered as per the contract or services are not performed as agreed (and the Customer has notified this under Article 14.1.), the Customer has the right to withhold payment up to three times the listed price of the non-compliant goods until MIKRO + POLO D.O.O. fulfils its obligations under Article 14.3.

7.5. Any additional transfer fees arising from incorrect account details provided by the Customer will be carried by the Customer.

## 8. TRANSPORT, DELIVERY, AND DELAYS

8.1. All deliveries by MIKRO + POLO D.O.O. are subject to the INCOTERMS 2023, as valid at the time of contract conclusion.

8.2. If the offer stipulates that MIKRO + POLO D.O.O. delivers to the construction site, the unloading point must be freely accessible. All transport routes and facilities must be suitable for trucks and other appropriate transport means.

8.3. If the Customer fails to comply with Article 8.2 but insists on proceeding with the assembly, the Customer will bear all additional costs incurred by MIKRO + POLO D.O.O..



- 8.4. If MIKRO + POLO D.O.O. must store the goods due to reasons attributable to the Customer (e.g., refusal of delivery), the Customer assumes the risk and costs of storage. These costs amount to EUR 2.00 per m<sup>2</sup> of storage space per week.
- 8.5. In the event of a delay in service provision exceeding one month due to reasons attributable to the Customer, MIKRO + POLO D.O.O. is entitled to issue a prepayment invoice for 50% of the order value.
- 8.6. The transport of heavy and/or bulky goods must be unobstructed and free of disruption.
- 8.7. Elevators, doors, and hallways must meet minimum dimensions of 2.5 m depth, 1.5 m width, and 2.0 m height. Door frames must be at least 1.0 m wide and 2.0 m high. Any deviations from these specifications must be indicated beforehand, and any additional costs incurred by MIKRO + POLO D.O.O. will be carried by the Customer.

## 9. PLACE OF SERVICE PROVISION

- 9.1. All premises where assembly is to take place must be structurally and technically completed. The service location must be ready for assembly, meaning it must be clean, heated, and connected to a suitable power grid.
- 9.2. If the Customer does not comply with Article 9.1 but insists on continuing assembly, MIKRO + POLO D.O.O. cannot be held liable for any damage to its goods occurring during or after assembly.
- 9.3. The Customer must prepare the service location according to MIKRO + POLO D.O.O.'s instructions.
- 9.4. MIKRO + POLO D.O.O. is obliged to inform the Customer of any specific risks related to the performance of the services.
- 9.5. Adjacent and lockable interim storage rooms directly connected to the service location must be provided to MIKRO + POLO D.O.O. free of charge.

## 10. ADDITIONAL SERVICES

- 10.1. The Customer may not request any personal services from MIKRO + POLO D.O.O. staff that are not part of the contract unless MIKRO + POLO D.O.O. has explicitly agreed to such services.
- 10.2. MIKRO + POLO D.O.O. assumes no liability for or in connection with additional services.

## 11. COMPLIANCE WITH SCHEDULE

- 11.1. Delivery deadlines are calculated in days (or weeks if specified). The validity of the contractually agreed delivery deadlines depends on the timely fulfilment of the Customer's cooperation obligations (timely confirmation of drawings, etc.).
- 11.2. The schedule includes the following conditions:
  - a.) Timely written confirmation of the start of assembly/construction by the Customer.
  - b.) Continuous service provision without unreasonable interruptions caused by circumstances beyond MIKRO + POLO D.O.O.'s control.
- 11.3. The delivery date stated in the order confirmation is contingent on MIKRO + POLO D.O.O. receiving the necessary materials from its suppliers within the agreed time. In cases of delays by suppliers, MIKRO + POLO D.O.O. reserves the right to adjust delivery deadlines unilaterally and will notify the Customer accordingly.

## 12. SAFETY

- 12.1. The Customer is responsible for ensuring the safety of MIKRO + POLO D.O.O. personnel throughout the service period until the completion of the services.



## 13. FUNCTIONAL TESTS

- 13.1. If the contract includes an acceptance test, the functional test will be conducted jointly with a representative from MIKRO + POLO D.O.O..
- 13.2. If this is not possible due to timing or construction delays caused by the Customer, the Customer must bear all additional travel costs incurred by MIKRO + POLO D.O.O. staff.
- 13.3. If other contractors or subcontractors fail to complete their work as scheduled, delaying the functional test, the Customer is responsible for covering any additional costs incurred by MIKRO + POLO D.O.O.'s personnel for subsequent visits.

## 14. WARRANTY

- 14.1. The warranty is governed by statutory provisions of relevant law and the terms of these conditions.
- 14.2. Upon delivery of the goods at the agreed location, the Customer must immediately inspect the goods. The agreed location means the location where the Customer takes possession of the goods, according to the agreement with the MIKRO + POLO D.O.O. and Incoterms 2023.
- 14.3. Any non-compliance with the contract must be documented in a jointly prepared and signed acceptance protocol at the agreed location. If the Customer is not present during delivery, MIKRO + POLO D.O.O. is entitled to complete the protocol independently and include photographic documentation of the goods. Non-conformities not identifiable upon immediate inspection must be reported in writing to MIKRO + POLO D.O.O. as soon as they become apparent. Failure to do so forfeits the Customer's rights under warranty, mistake, or damages claims.
- 14.4. Goods are deemed compliant with the contract even if they exhibit minor defects that are acceptable under standard commercial practice between the parties. However, the Customer is entitled to request a price reduction or rectification for such defects.
- 14.5. If the goods are non-compliant (and the Customer notifies MIKRO + POLO D.O.O. per Article 14.1), MIKRO + POLO D.O.O. has the following options:
  - a.) Replace the goods with compliant goods at no additional cost to the Customer.
  - b.) Repair or rectify the goods at no additional cost to the Customer.
  - c.) Grant a price reduction for the non-compliant goods.
  - d.) Refund the price paid for the non-compliant goods, partially rescinding the contract for those goods.
- 14.6. For mutual business transactions, the warranty period is 12 months from delivery, and the Customer bears the burden of proof for defects existing at the time of delivery.

## 15. LIMITATION OF LIABILITY

- 15.1. MIKRO + POLO D.O.O. cannot be held liable for indirect damages, such as lost profits, production downtime, or other indirect losses not directly resulting from misconduct by MIKRO + POLO D.O.O. under the contract.
- 15.2. MIKRO + POLO D.O.O. is not liable for parts, machinery, or goods not manufactured by MIKRO + POLO D.O.O..
- 15.3. After 12 months from the delivery date, MIKRO + POLO D.O.O. is not liable for death, personal injury, or direct or indirect material or immaterial consequential damages caused by failure or defect of a part, machine, or goods, regardless of whether due to negligence or other causes. Liability for property and personal damage under the Product Liability Act is excluded.



15.4. MIKRO + POLO D.O.O.'s liability under or in connection with the contract is in any case limited to an amount equal to the price of the goods sold under the contract.

15.5. The Customer waives the right to offset any claims of any kind against claims from MIKRO + POLO D.O.O..

15.6. The Customer waives any right of retention.

15.7. MIKRO + POLO D.O.O. is not responsible for accidental destruction and retains its right to compensation even if performance is rendered impossible due to circumstances beyond the control of both contractual parties.

## 16. WITHDRAWAL BY MIKRO + POLO D.O.O.

16.1. MIKRO + POLO D.O.O. reserves the right to withdraw from the contract or suspend performance indefinitely for important reasons, upon granting a single reasonable grace period, particularly in the following cases:

- Payments owed by the Customer are not made by the agreed deadlines (grace period: 7 days).
- Evidence, services/preparatory work, or security services to be provided by the Customer are not submitted on time, completely, or at all.

16.2. If the Customer fulfils their obligations within the grace period, MIKRO + POLO D.O.O. may extend the agreed delivery deadlines appropriately and claim reimbursement for costs incurred due to the delay.

16.3. In the event of a justified withdrawal by MIKRO + POLO D.O.O., the company is entitled to charge for services rendered up to that point, as well as reimbursement for costs and damages incurred due to the withdrawal.

## 18. APPLICABLE LAW AND JURISDICTION

18.1. For services, that are provided in Republic of Slovenia, the Slovenian law is applicable, for all other cases the Austrian law is applicable, excluding its international private law and the UN Sales Convention, governs this contract.

18.2. The competent court in Klagenfurt is agreed as the place of jurisdiction, except for the services, that are provided in Republic of Slovenia were the Slovenian jurisdiction is agreed.

## 19. MISCELLANEOUS

19.1. The Customer consents to MIKRO + POLO D.O.O. using photos taken within the scope of this contractual relationship for purposes such as advertising or their website, without compensation or restrictions.

19.2. MIKRO + POLO D.O.O. is authorized to place signage or advertisements at the construction site exceeding legal requirements at no cost.

## 20. DATA PROTECTION

20.1. The data provided by the Customer will be used exclusively for contract fulfilment and in accordance with legal regulations, unless otherwise agreed. If necessary, data may be shared with other companies, such as subcontractors or shipping companies. These companies are contractually obligated to use the data solely for order processing purposes.

## 21. CHANGES AND SUPPLEMENTS TO THE CONTRACT, SEVERABILITY CLAUSE

21.1. Changes and additions to these conditions must be made in writing. It is noted that no verbal agreements have been made.



21.2. Should any provision of these terms and conditions be invalid, unenforceable, or void, the validity of the remaining provisions remains unaffected. This also applies in the event of a contractual gap.

21.3. In such cases, a reasonable, legally permissible provision that most closely reflects the economic purpose intended at the time of the contract shall be deemed agreed.

January 2026