



GENERAL TERMS OF BUSINESS

Last update: 26 December 2025

CROMAN, trgovina in storitve, d.o.o.
Planina 3, 4000 Kranj
Republic of Slovenia

1. Scope of Application and Validity

1.1. These General Terms and Conditions (hereinafter: GTC) apply to all business relationships of CROMAN d.o.o., Kranj, Slovenia (hereinafter: CROMAN) with its business partners (customers and suppliers).

1.2. The GTC apply to all legally binding documents, in particular:

- offers
- purchase orders
- contracts
- pro forma invoices
- invoices
- delivery notes
- all accompanying commercial and technical documentation

1.3. Conflicting, deviating or additional terms and conditions of customers or suppliers shall not be recognized, even if CROMAN does not expressly object to them.

1.4. These GTC apply exclusively to B2B relationships (business transactions between legal entities).

2. PROCUREMENT OF GOODS AND SERVICES (CROMAN as Buyer / Ordering Party)

2.1. Purchase Orders and Supplier Obligations

2.1.1. Each purchase order issued by CROMAN constitutes a legally binding contractual document and forms an integral part of these GTC.

2.1.2. The supplier is obliged to deliver goods or services strictly in accordance with the purchase order, including specifications, quantities, quality, delivery deadlines and conditions.

2.1.3. Any deviation shall be permitted only with prior written approval of CROMAN.

2.2. Inspection, Quality Control and Risk Assessment

2.2.1. CROMAN reserves the right to carry out, before production, during production and prior to delivery:

- inspection of goods or services
- on-site inspections at the supplier's premises
- engagement of third parties (inspection companies, inspectors, laboratories)

2.2.2. If non-conformities are identified, all inspection costs shall be borne by the supplier.

2.3. Delivery Deadlines and Penalties

2.3.1. Delivery deadlines specified in the purchase order are binding.

2.3.2. In case of delay or non-delivery, CROMAN is entitled to charge contractual penalties of up to 20% of the total value of the goods or services.

2.3.3. If delay or non-delivery results in claims, penalties or damages toward the end customer, the supplier shall bear all incurred costs in full, including indirect costs, unless otherwise expressly agreed in writing.

2.4. End-Customer Claims – Supplier Recourse

If CROMAN's customer raises claims, penalties, price reductions, returns or other costs arising from goods or services supplied by the supplier, the supplier shall fully indemnify CROMAN for all incurred costs, including logistics, return, replacement, price reductions and compensation.

2.5. Payment Terms for Suppliers

CROMAN reserves the right to determine payment terms, including:

- 15 days from receipt of goods with 2% cash discount
- 30 days net

- advance payment subject to mandatory security (bank guarantee, counter-guarantee by supplier, escrow arrangement or other adequate security)

Advance payments without adequate counter-security provided by the supplier are not permitted.

2.6. Termination and Cancellation of Orders

CROMAN is entitled to cancel a purchase order or terminate cooperation in writing if the supplier fails to comply with these GTC, with full entitlement to compensation for all damages incurred.

3. SALE OF GOODS (CROMAN as Seller)

3.1. Conclusion of Contract

A contract is concluded upon confirmation of the order or delivery of the goods.

3.2. Prices and Costs

3.2.1. All prices are stated in EUR, net, excluding VAT, unless expressly stated otherwise.

3.2.2. Packaging, transport, customs duties, insurance and additional charges are not included unless expressly confirmed in writing by CROMAN.

3.2.3. In the event of significant changes in costs (raw materials, energy, transport, exchange rates), CROMAN reserves the right to adjust prices or terminate the contract.

3.3. Delivery

- Delivery terms according to Incoterms (EXW, DAP, DDP, etc.) as specified in the order confirmation
- Partial and advance deliveries are permitted
- Delays caused by force majeure shall not constitute a breach of contract

3.4. Payment

- Payment terms are stated on the invoice
- Late payment shall result in statutory default interest and collection costs
- Payments shall be applied first to interest and costs, then to principal
- Set-off and retention of payments are not permitted

3.5. Retention of Title

3.5.1. All goods remain the property of CROMAN until full payment has been received.

3.5.2. The buyer is obliged to store and insure the goods separately.

3.5.3. Resale is permitted only with prior written consent of CROMAN.

3.6. Inspection of Goods and Complaints

The buyer is obliged to inspect the goods immediately upon receipt and report defects:

- immediately, or
- no later than 8 working days if immediate inspection is not possible

4. LIMITATION OF LIABILITY

4.1. CROMAN shall be liable only for direct damages caused by intent or gross negligence.

4.2. Liability for loss of profit, production downtime, third-party penalties and indirect damages is excluded.

4.3. Total liability of CROMAN is limited to the value of the respective invoice or delivery.

5. Confidentiality and Documentation

All technical, commercial and pricing information shall be treated as confidential. All documentation remains the property of CROMAN.

6. Force Majeure

CROMAN shall not be liable for delays or non-performance caused by force majeure, including shortages of raw materials, export restrictions, sanctions, war, strikes or logistics disruptions.

7. Governing Law and Jurisdiction

- The laws of the Republic of Slovenia shall apply exclusively
- The competent court at the registered seat of CROMAN shall have jurisdiction
- These GTC are available in Slovenian, English and German; the Slovenian version shall prevail

8. Final Provisions

If any provision is invalid, the remaining provisions shall remain in full force and effect.

The valid version of the GTC is the one published on the CROMAN website.