

ISOKON d.o.o.

proizvodnja in predelava termoplastov, d.o.o.,
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PRODUCT LIABILITY POLICY

What is covered by this product liability policy

Product Liability: Isokon d.o.o., a company having its registered office in Slovenske Konjice, Slovenia ("Isokon") shall be liable with respect to the products manufactured by the Isokon ("Products") only to the first original purchaser who purchases products either directly from Isokon or from the Authorized Isokon Dealer. Isokon shall be liable that the Product that is the subject of this sale (a) conforms to Isokon's specifications (which are either published or enclosed to the Product(s) at the time of sale), and (b) is free from defects in material and workmanship. Isokon liability shall be limited to defects which are shown within six (6) months after the date of sale and delivery of products to purchaser. If the purchaser discovers within this time that (a) the Product(s) does not conform with specifications (as specified above under (a) or (b) a defect in material or workmanship on the Product(s) exist, it must promptly notify Isokon in writing thereof, [but not later than 30 days after discovering the non-conformity or defect of the Products]. Notification shall be made in writing and shall include description of the non-conformity or defect, specification of circumstances in which the Product was recognized as being non-conforming or defective, description of the conditions of usage when the non-conformity or defect occurred, and further, purchaser shall deliver to Isokon therewith a representative sample exemplifying the claimed defects or non-conformity, for examination by Isokon engineers. Should the Product prove to be defective as set forth above, then Isokon shall, at its own cost and expense, repair the defective item or replace the defective item with a new one and ship it to the purchaser.

Warranty of title. Isokon warrants that it has good title to the Product(s) sold by it and that the Product(s) sold by it are free from any encumbrance, and that the Product(s) shall be delivered directly from Isokon factory.

What is not covered by this product liability policy

Isokon shall not have any liability whatsoever with respect to any of the following: (a) any product not manufactured by Isokon, or

(b) defects caused to Product(s) by or due to failure to provide a suitable installation environment for the Product(s), or

(c) damage caused to the Product(s) by or due to use of the Product for purposes other than those for which it was designed, or

(d) damage caused to Product(s) by disasters such as fire, flood, or by any other vis major reasons, for which Isokon may not be held liable, and damage caused to Product(s) due to improper loading of the Product(s) or non complying with its design specifications and similar, or

(e) damage caused to the Product(s) by or due to unauthorized attachments or modifications of the Product(s) or merging/incorporating the Product(s) with the products of other suppliers, or

(f) damage or deformation of the Product(s) caused by steel tracks, or

- (g) damage made to the Product(s) during shipment, storage, mishandling or any abuse by the purchaser, or
- (h) defects in the Product(s) or damages occurred as a result of neglect, abuse, misuse, accident or alteration by purchaser or purchaser's customer, or
- (i) defect which are a result of operation of the Product(s) contrary to standard operation or not repairing the Product(s) in accordance with the Isokon's instructions, or
- (j) defect on the Product(s) which are a result of normal wear and tear, or
- (k) use of incompatible spare parts, wear parts or accessories (e.g. power supply) with respect to the Product(s).

Product(s) have been manufactured & inspected at Isokon's plant with the greatest care. Isokon shall not be liable for damages caused by mishandling during a customer installation which can be avoided by due care and by paying attention and complying with the installation and shipping instructions

Disclaimer of product liability

Isokon's liability described above presents the entire Isokon's liability and Isokon is not giving any other representations and warranties than those explicitly specified in this Product Liability Policy, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Limitations of liability and remedies

In no event shall Isokon be liable to purchaser or any other party, whether in contract, in tort (including negligence), in equity, or otherwise for any special, incidental or consequential damages based upon breach of contract, negligence, strict tort, for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, loss of savings or revenue, loss of use of the Product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, down-time, the claims of third parties, including customers, and damage to (other) property, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused - whether arising for defects in the Product, breach of contract, in tort (including negligence) or otherwise).

Nothing in this section Limitation of liability and remedies, excludes or limits the liability of Isokon for any liability which Isokon may not exclude or attempt to exclude by law.

Time limit for legal actions

Any action for non-compliance of the Products or for defects with respect to the Products must be brought before competent courts within the deadlines set forth under the Slovene laws, however, in no event later than within 36 months following delivery of the Product(s).

No other warranties. Unless explicitly agreed in writing and signed by both parties, this Product Liability Policy sets forth the full extent of Isokon's obligations and liabilities arising out of or in connection with the Product(s), and there are no conditions, warranties, representations or terms, express or implied that are binding on Isokon and this Product Liability Policy supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Product Liability Policy. No representative or employee of Isokon, or any other party, is authorized to make any warranty in addition to those made in this Product Liability Policy.

Allocation of risk. This Product Liability Policy allocates the risks of non-conformity or defects of the Product(s) between Isokon and the purchaser. This allocation is confirmed and accepted by both parties and is reflected in the price of the Product(s). The purchaser acknowledges that it has read this Product Liability Policy, understands it, and is bound by its terms.

Applicable laws and jurisdiction: Isokon's liability for the Products shall be governed by the Slovene laws, without its conflict rules, whereby the provisions of the United Nations Convention on Contracts for the International Sales of Goods is specifically excluded from application to this Product Liability Policy. The competent court in Ljubljana, Slovenia shall have jurisdiction to resolve any and all disputed arising out of or in relation to this Product Liability Policy.