

LISCA general Delivery and Payment Conditions for the Wholesale

§ 1 Place of performance and delivery

1. The place of performance for all services is the company LISCA d.o.o, Presernova 4, 8290 Sevnica and acts as a seller.
2. The goods are delivered ex seller's warehouse. The buyer bears the shipping costs. Shipping costs are charged for each shipment up to an invoice value of € 500. There is no shipping charge for shipments above this value.
3. The carrier is the contracted company of the seller and cannot be changed by the buyer.

§ 2 Contents of the contract

1. The seller sells and the buyer buys Lisca products based on a sample collection, catalogue or online publication - B2B.
2. The seller sells products of his standard quality and standard fit with which the buyer is familiar with.
3. Seller's seasonal goods are delivered in the month stated in the catalogue and in the price list or published in the B2B. The delivery date is understood to be the 15th of the month with up to -14 days or up to +14 additional days.
4. For ready-to-ship stock goods - NOS goods ("Never-out-of-Stock") – the delivery period is up to 7 working days. In the event of non-delivery, the buyer must be informed immediately.
5. Goods are delivered at prices from the seller's valid price list for the season. Prices do not include the VAT.
6. The seller reserves the right to change prices during the season. The buyer must be notified of the price change at least 30 days before the new price comes into force.
7. In the price lists the seller also indicates recommended retail prices. The seller undertakes to sell the products at the recommended retail prices.
8. The seller reduce the prices of products from previous seasons at the beginning of each new season. Reduced prices automatically appear on invoices in the form of a percentage discount.
9. The seller sends invoices only by e-mail or in the agreed electronic format. These invoices are considered as tax invoices both on the seller's and on the buyer's side.

§ 4 Interruption of delivery

1. In the event of force majeure, industrial action and other operational disruptions that are expected to last longer than a week, the delivery period will be extended at the most by 5 weeks plus the delivery period. The extension only occurs, if the buyer is immediately informed of the reason for the hindrance, as soon as it becomes apparent that the aforementioned deadline cannot be met.

§ 6 Notification of defects

1. Notices of defects must be sent to the seller no later than 14 days after receipt of the goods.
2. Minor, technically unavoidable deviations in quality, colour, width, weight or design may not be objected to.
3. If complaints about defects are justified, the seller has the right to repair or deliver defect-free replacement goods within 20 days of receiving the goods back. In this case the seller bears the freight costs.
4. In the case that replacement is not possible, the seller issues a credit note.

§ 7 Credit limits

1. The seller determines the credit limit of allowed open unpaid invoices for each customer.
2. Credit limits range is from € 500 to a maximum of € 10.000 and are determined on the basis of the turnover with the customer and on the basis of the estimated risk of non-payment.
3. For credit limits above € 10.000, the seller obtains the buyer's business creditworthiness and insures him for a higher credit limit.

§ 8 Payment

1. The invoice is issued on the day of delivery of the goods.
2. The payment term starts from the day the invoice is issued.
3. Invoices are payable:
 1. within 10 days of invoicing and goods dispatch with agreed cassa sconto (early payment discount);
 2. within 60 days after invoicing and goods dispatch net.

From the 61st day onwards interests for the late payment can be charged.
4. The payment method is the bank transaction to the account of the seller.

5. When paying, the buyer must indicate the number of the invoice. Payment must always settle the oldest due invoice.

§ 9 Payment after the due date

1. For payments after the due date, legal interests can be charged.
2. Before the full payment of the due invoice, the seller is not obliged to make any further deliveries.
3. If the buyer does not pay within the agreed term and does not respond to payment reminder, the seller submits his claims for collection.

§ 10 Payment reminding

1. In case of unpaid overdue invoices, the seller reminds the buyer to pay every 14 days.
2. After sending the 2nd reminder for the same overdue invoice, the seller stops deliveries to the buyer.

§ 11 Retention of title

1. The goods remain the property of the seller until it has been paid in full.