

SPLOŠNI PRODAJNI POGOJI	SALES TERMS AND CONDITIONS
<p>Ti splošni prodajni pogoji (»Pogoji«) veljajo za vse posle prodaje blaga, ki jih podjetje Ingram sklene s Kupcem.</p> <p>Šteje se, da Kupec sprejema te Pogoje, če (i) Kupec podpiše te Pogoje ali (ii) Kupec podjetju Ingram posreduje Naročilo za nakup ali (iii) Kupec od podjetja Ingram prevzame kateri koli Izdelek, pri čemer se upošteva dogodek z zgodnejšim datumom nastanka.</p>	<p>All sales made by Ingram to Purchaser are subject to these Sales Terms and Conditions ("Terms").</p> <p>Purchaser's acceptance of these Terms shall be deemed by (i) Purchaser signing these Terms or (ii) Purchaser providing a Purchase Order to Ingram, or (iii) Purchaser's acceptance of any Product from Ingram, whichever occurs first.</p>
<p>Ti Pogoji in vsi dokumenti, na katere se nanašajo, se nanašajo na prodajo vseh izdelkov Kupcu in nadomeščajo vse predhodne dogovore, sporazume in pogodbe.</p> <p>Odločitev podjetja Ingram, da odobri naročilo Kupca, je omejena na te Pogoje brez kakršnih koli sprememb ali izjem.</p> <p>Dodatni pogoji in določila katerega koli dokumenta Kupca so brez učinka (tj. ne spreminjajo ali dopolnjujejo teh Pogojev, ne glede na to, ali Ingram izrecno ugovarja tem pogojem in določilom ali ne).</p>	<p>These Terms and any document(s) referred to herein shall apply to sales of all the Products to Purchaser and supersede all prior understandings, arrangements and agreements.</p> <p>Ingram's acceptance of Purchaser's purchase order is limited to these Terms without any modification, or exception.</p> <p>Additional terms and conditions on any Purchaser document will have no effect (i.e., will not change or add to these Terms whether or not Ingram specifically objects to those terms and conditions).</p>
<p><b>1. DEFINICIJE POJMOV IN RAZLAGE</b></p>	<p><b>1. DEFINITIONS AND INTERPRETATION</b></p>
<p>1.1 V teh Pogojih imajo naslednji izrazi naslednje pomene, razen če kontekst ne določa drugače:</p>	<p>1.1. In these Terms, the following phrases shall have the following meaning, unless the context otherwise requires:</p>
<p><b>"Ingram"</b> pomeni <b>Ingram Micro Ljubljana</b>, tehnološke rešitve, d.o.o., Gmajna 10, 1236 Trzin, Slovenija</p>	<p><b>"Ingram"</b> means <b>Ingram Micro Ljubljana</b>, tehnološke rešitve, d.o.o., Gmajna 10, 1236 Trzin, Slovenia</p>
<p><b>"Kupec"</b> pomeni <i>spodaj navedeno podjetje ali družbo, ki od podjetja Ingram Micro kupuje Izdelke.</i></p>	<p><b>"Purchaser"</b> means the business or company named below that is purchasing the Products from Ingram Micro.</p>
<p>vsaka pogodbenica je v nadaljevanju posamično navedena kot <b>"Pogodbenica"</b>, obe pogodbenici pa sta v nadaljevanju skupno navedeni kot <b>"Pogodbenici"</b>.</p>	<p>each party shall be hereinafter individually referred to as a <b>"Party"</b>, and both parties shall be hereinafter collectively referred to as the <b>"Parties"</b></p>
<p><b>"Naročilo"</b> - pomeni vsako naročilo za izdelek, ki ga Kupec posreduje podjetju Ingram skladno s temi Pogoji in ki mora brez omejitev vključevati: (i) podatke za identifikacijo Kupca; (ii) datum in številko naročila, ki ga je oddal Kupec; (iii) kodo izdelka in njegov podroben opis, kot sta navedena v Ponudbi Izdelkov; (iv) število/količino izdelkov; (v) Kupnino izdelkov (o kateri se pogodbenici dogovorita, preden Kupec podjetju Ingram predloži zadevno Naročilo; (vi) lokacijo prevzema ali dostave, odvisno od primera.</p>	<p><b>"Purchase Order"</b> - means each Product order which is submitted by Purchaser to Ingram under these Terms and which must include, without being limited to: (i) Purchaser's identification details; (ii) the date and number of the Order issued by Purchaser; (iii) the Product code and its detailed description, as they are mentioned in the Product Offer; (iv) Products number/quantity; (v) the Purchase Price of the Products (agreed by the Parties prior to the submission by Purchaser to Ingram of the respective Order; (vi) the Pickup Location or, the Place of Delivery, as the case may be.</p>
<p><b>"Datum podpisa"</b> - dan, ko je Kupec sprejel te Pogoje;</p>	<p><b>"Signing Date"</b> - the day on which these Terms have been accepted by the Purchaser;</p>
<p><b>"Lokacija prevzema"</b> - polni naslov kraja/lokacije v Sloveniji, kjer Kupec prevzame izdelke, ki so predmet Naročila, kot je navedeno v posameznem Naročilu;</p>	<p><b>"Pickup Location"</b> - the full address of the place / location, in Slovenia, where the Products subject of a Purchase Order shall be collected from, and received by Purchaser, as indicated in each Purchase Order;</p>
<p><b>"Lokacija dostave"</b> - polni naslov kraja/lokacije v Sloveniji, kamor se izdelki, ki so predmet Naročila, dostavijo oziroma kjer jih Kupec prejme (naslov, naveden v Naročilu, mora vsebovati vse podatke o lokaciji dostave, tako da ti ne morejo biti razlog za opustitev dobave/nedobave/nezmožnosti prejema izdelkov, ki so predmet Naročila);</p>	<p><b>"Place of Delivery"</b> - the full address of the place / location, in Slovenia, where the Products subject of a Purchase Order shall be delivered to, respectively received by Purchaser (the address indicated in the Purchase Order must include any / all details of the Place of Delivery, so that they cannot be a reason for non-shipment / non-delivery / impossibility to receive the Products that are the subject of a Purchase Order);</p>
<p><b>"Ponudba izdelkov"</b> - dokument, ki ga podjetje Ingram predloži Kupcu in ki vsebuje podatke, kot so največja količina izdelkov, ki jo je Dobavitelj pripravljen zagotoviti za prodajo v določenem časovnem obdobju, in cene na enoto; Ponudba izdelkov se lahko predloži na zahtevo Kupca ali na pobudo podjetja Ingram;</p>	<p><b>"Product Offer"</b> - the document provided by Ingram to Purchaser stating elements such as the maximum Product quantity the Supplier is willing to offer for sale, within a certain period of time and related unit prices; the Product Offer may be provided at Purchaser's request or at Ingram's initiative;</p>
<p><b>"Kupnina"</b> - skupna nakupna cena, o kateri sta se Pogodbenici dogovorili in ki jo mora Kupec plačati podjetju Ingram za Izdelke, ki so predmet Naročila;</p>	<p><b>"Purchase Price"</b> - the total purchase price agreed upon by the Parties, due by Purchaser to Ingram for the Products subject of a Purchase Order;</p>
<p><b>"Izdelki"</b> - strojna oprema, programska oprema in/ali paketi storitev Prodajalcev, ki jih podjetje Ingram prodaja/distribuirava in ki so običajno predstavljeni na spletni strani in/ali v družabnih medijih ter prek drugih komunikacijskih kanalov podjetja Ingram. Pakete storitev Prodajalcev oblikuje Prodajalec, s katerim ima podjetje Ingram sklenjeno pogodbo. Podjetje Ingram ni dolžno zagotavljati</p>	<p><b>"Products"</b> - the hardware, software and/or service packages of Vendors, which Ingram sells/distributes and which are usually made public through the website and/or social media accounts, as well as through other communication channels belonging to Ingram. The Vendors' service packages are defined by the Vendor which Ingram has contractual relationships with. Ingram is under no obligation to</p>

<p>storitev, povezanih s paketi storitev Prodajalcev. Tovrstne storitve izvajajo Prodajalci ali tretje osebe;</p> <p><b>"Prodajalec"</b> je proizvajalec ali založnik določenega Izdelka.</p> <p><b>"Delovni dan"</b> - katerikoli dan (razen sobote, nedelje in praznikov), ko banke v Sloveniji poslujejo s prebivalstvom.</p> <p>1.2 Če ni določeno drugače, v teh Pogojih:</p> <p>(i) naslovi Poglavij služijo zgolj za lažje sklicevanje in ne vplivajo na tolmačenje določil;</p> <p>(ii) izrazi "pisno" ali "v pisni obliki" zajemajo tudi elektronsko pošto ali drug način komuniciranja, o katerem sta se Pogodbenci predhodno pisno dogovorili.</p>	<p>provide the services associated with the Vendors' service packages. Such services are performed by the Vendors or third parties;</p> <p><b>"Vendor"</b> means the manufacturer or publisher of a particular Product.</p> <p><b>"Business Day"</b> - any day (other than a Saturday, Sunday or legal holiday) on which the banks are open for the public in Slovenia.</p> <p>1.2. Within these Terms, unless otherwise provided:</p> <p>(i) titles of Sections are inserted for for convenience of reference only and shall not affect the interpretation thereof;</p> <p>(ii) references to "written" or "writing" include e-mails or other method of communication prior agreed in writing by the Parties.</p>
<p><b>2. PREDMET POGOJEV</b></p> <p><b>2.1. Izdelki in Naročila za nakup izdelkov</b></p> <p>2.1.1. Podjetje Ingram se zavezuje, da bo Kupcu dobavilo Izdelke, ki so predmet Naročila, Kupec pa se zavezuje, da bo plačal Nakupno v skladu s pogoji, o katerih se Pogodbenci medsebojno dogovorita v okviru Naročila, ter v skladu z določili teh Pogojev. Za določene Izdelke in Prodajalce lahko brez vpliva na uporabo teh Pogojev veljajo dodatni in podrobnejši pogoji, vključno s posebnimi pogoji, ki veljajo za posebne cene, ki jih Prodajalci ponujajo prek podjetja Ingram ("Posebne ponudbe"), poleg tega lahko veljajo dodatni pogoji v zvezi z dostavo in drugimi vidiki poslovanja podjetja Ingram, pri čemer Kupec z naročilom Izdelkov pri podjetju Ingram sprejema dodatne pogoje iz Posebnih ponudb kot zavezujoče.</p> <p>2.1.2. Ko podjetje Ingram prejme Naročilo za nakup, ki ga je pisno predložil Kupec, podjetje Ingram Kupcu v razumnem roku po elektronski pošti odgovori s pisnim obvestilom ("<b>Obvestilo</b>"), ki vsebuje: (i) potrdilo Naročila, ki je opremljeno s podpisom podjetja Ingram, ali (ii) poziv k dogovoru o pogojih Naročila, ki ga je oddal Kupec, z natančnim opisom postavk, o katerih se je potrebno dogovoriti.</p> <p>2.1.2.1. (a) Kupec je dolžan zagotoviti točnost pogojev posameznega Naročila in je v celoti odgovoren za izbor izdelkov na posameznem Naročilu ter za to, da so Izdelki ali storitve primerni za določen namen uporabe ali potrebe, ki jih želi izpolniti Kupec. (b) Podjetje Ingram zavrača vsakršno odgovornost za napake v Naročilu, tudi če so nastale zgolj zaradi malomarnosti.</p> <p>Oddano Naročilo preneha veljati, če Pogodbenci v 15 (petnajstih) dneh od začetka dogovarjanja iz točke (ii) člena 2.1.2 ne uspesta sestaviti Naročila v obliki, s katero se strinjata obe Pogodbenci.</p> <p>2.1.3. (a) V izogib kakršnemu koli dvomu vsako Naročilo za nakup Izdelkov zavezuje podjetje Ingram, da zagotovi Izdelke le, če podjetje Ingram izrecno sprejme takšno Naročilo in če se Pogodbenci strinjata z njim, ter če so izpolnjeni naslednji pogoji: (i) Izdelki so na zalogi, (ii) Prodajalci/Ingram lahko zagotovijo dobavo in (iii) cene, ki jih določajo Prodajalci podjetja Ingram, se niso zvišale do te mere, da bi podjetje Ingram Izdelke ali storitve prodajalo z izgubo ali z nižjimi prodajnimi maržami, kot je običajno. (b) V izogib kakršnemu koli dvomu se Pogodbenci strinjata, da v primeru, da podjetje Ingram ne podpiše Naročilnice (v skladu s členom 2.1.2) ali enostransko prekliče Naročilnico (s pisnim obvestilom, posredovanim Kupcu v katerem koli od primerov iz točk (i)-(iii) iz člena 2.1.3 (a) zgoraj, to pomeni, da Ingram utemeljeno zavrača sprejem/obveznost/izpolnitev zadevnega Naročila, pri čemer podjetje Ingram ni več zavezano k obveznosti/izpolnitvi zadevnega Naročila in/ali k plačilu kakršne koli odškodnine v zvezi z zavrnitvijo podpisa/izpolnitve Naročila, ki ga je izdal Kupec, ter da se v tem</p>	<p><b>2. OBJECT OF THE TERMS</b></p> <p><b>2.1. Products and Product Purchase Orders</b></p> <p>2.1.1. Ingram hereby undertakes to supply, to Purchaser, the Products, which are subject to a Purchase Order, and Purchaser hereby undertakes to pay the Purchase Price, in accordance with the terms and conditions mutually agreed by the Parties under the Purchase Order, as well as with the provisions of these Terms. Without prejudice to the application of these Terms, additional and more detailed terms may apply for certain Products and Vendors, including specific terms applicable to special prices offered by Vendors through Ingram ("Special Bids") and additional terms may apply with respect to Ingram's delivery and other aspects of its business, and by ordering Products from Ingram Purchaser agrees to be bound by such additional terms as per the Special Bids.</p> <p>2.1.2. After receipt by Ingram of the Purchase Order delivered in writing by Purchaser, Ingram shall reply by e-mail to Purchaser within reasonable time by a written notice (the "<b>Notice</b>"), containing: (i) the acceptance of the Purchase Order, through its signing by Ingram; or (ii) the negotiation of the terms and conditions of the Purchase Order initially placed by Purchaser, by specifically describing the elements that need to be negotiated.</p> <p>2.1.2.2. (a) Purchaser shall be responsible to Ingram for ensuring the accuracy of the terms of any Purchase Order, and shall be sole responsible for its selection of Products on any Purchase Order and the fitness of the Products or services for any particular purpose/need sought by Purchaser. (b) Ingram disclaims any liability for any errors in Purchaser's Purchase Order, even if they are due to mere negligence.</p> <p>2.1.2.3. The initially placed Purchase Order is no longer valid if within 15 (fifteen) days from the beginning of the negotiations as per Article 2.1.2 point (ii), the Parties fail to conclude the Purchase Order in the form agreed by both Parties.</p> <p>2.1.3. (a) For the avoidance of any doubt, any Product Purchase Order shall bind Ingram to provide the Products only as long as such Purchase Order is expressly accepted by Ingram and agreed by the Parties and, and subject to: (i) the availability of the stock of Products at that time, and (ii) the delivery availability of the Vendors/Ingram and (iii) the prices required by Ingram's Vendors not having increased to a level that would result in Ingram selling the Products or services at a loss or with lower than normal sales margins. (b) For the avoidance of any doubt, the Parties agree that Ingram's failure to sign the Purchase Order (according to Article 2.1.2) or Ingram unilaterally annulling a Purchase Order (by written notice sent to Purchaser in any of the cases under letters (i)-(iii) from art. 2.1.3 (a) above, shall represent Ingram's justified refusal to accept/commit to/fulfill the relevant Purchase Order, and Ingram shall no longer be bound to commit to/fulfill such Purchase Order and/or to pay any damages in connection with its refusal to sign / fulfil the Purchase</p>

	primeru neizpolnitev ne šteje za kršitev Pogojev s strani podjetja Ingram.		Orders issued by Purchaser, and such non-fulfilment shall not be qualified as non-performance of the Terms by Ingram.
2.1.4.	Če ti Pogoji ne določajo drugače, je mogoče Naročilo po tem, ko sta ga potrdili obe Pogodbenci, spremeniti le po pisnem sprejetju predlogov sprememb, ki jih predloži ena od Pogodbenic, in sicer s pisnim obvestilom drugi Pogodbenci v razumnem roku pred datumom, ki je določen za dobavo Izdelka.	2.1.4.	Unless otherwise provided in these Terms, the amendment of a Purchase Order after it has been agreed by both Parties, may only be made after written acceptance of the amendment proposals submitted by either Party, by a written notice to the other Party, within a reasonable period of time prior the date set for Product delivery.
2.1.5.	Podjetje Ingram se zavezuje, da bo Izdelke dobavilo Kupcu v zameno za Kupnino, določeno v Naročilu, v skladu z določili teh Pogojev.	2.1.5.	The Products shall be delivered by Ingram to Purchaser in exchange for the Purchase Price determined within the Purchase Order, in accordance with the provisions of these Terms.
1.1.6.	Pogodbenci se strinjata, da so vsi navedeni ali predvideni datumi za dobavo Izdelkov ali začetek izvajanja storitev zgolj okvirni in da podjetje Ingram ni odgovorno za kakršno koli zamudo pri dobavi Izdelkov ali izvajanju storitev. Podjetje Ingram lahko tako začasno ustavi dobavo Izdelkov pod pogoji iz točke (ii) člena 2.2.3 spodaj, in sicer pod pogoji, določenimi v Naročilu, z odložitvijo pogodbenega roka za celotno obdobje začasne ustavitve dobave, pri čemer podjetje Ingram ne nosi odgovornosti in/ali ni dolžno povrniti odškodnine/kazni/nadomestila za škodo.	2.1.6.	The Parties agree that any dates quoted or scheduled for the delivery of Products or commencement of services are approximate only and Ingram shall not be liable for any delay in delivery of the Products or performance of services. Without limiting the generality of the foregoing, Ingram is entitled to suspend the supply of the Products under the conditions of Article 2.2.3 point (ii) below, the terms determined within the Purchase Order being delayed with the entire period during which the supply is suspended, without Ingram being held culpable and/or owing any indemnification / penalties / damages.
2.1.7.	Naročila Kupec ne more več preklicati po tem, ko je podjetje Ingram sprejelo Naročilo. V primeru neizpolnjevanja obveznosti s strani Kupca lahko podjetje Ingram zahteva dodatno odškodnino za povzročeno škodo.	2.1.6.	It is not allowed to Purchaser to cancel the Purchaser Order after the Purchase Order has been accepted by Ingram. In case of non-performance by Purchaser, Ingram may additionally claim compensation for the damages caused.
<b>2.</b>		<b>2.2.</b>	<b>Purchase Price</b>
<b>2.2.</b>	<b>KUPNINA</b>	<b>2.2.</b>	<b>Purchase Price</b>
<b>2.2.1.</b>	<b>Kupnina</b>	<b>2.2.1.</b>	<b>Purchase Price</b>
2.2.1.1.	Kupnina je določena v Naročilu in temelji na Ponudbi izdelkov, ki je bila posredovana Kupcu.	2.2.1.1.	The Purchase Price is set within the Purchase Order, based on the Product Offer provided to Purchaser.
2.2.1.2.	Kupec se zavezuje, da bo podjetju Ingram plačal Kupnino za Izdelke, ki so navedeni v Naročilu, v znesku, za katerega sta se Pogodbenci dogovorili v skladu z Naročilom.	2.2.1.2.	Purchaser undertakes to pay to Ingram the Purchase Price agreed by the Parties in accordance with the Purchase Order, for the Products subject to the Purchase Order.
2.2.1.3.	Pogodbenci se nepreklicno, brezpogojno in dokončno strinjata, da se lahko cene na enoto Izdelkov (na podlagi katerih sta Pogodbenci določili Kupnino) / dobavni pogoji spremenijo zaradi objektivnih okoliščin, ki jih podjetje Ingram na dan oddaje Naročila iz opravičljivih razlogov ni moglo upoštevati (npr. povečanje stroškov, ki se nanašajo na izpolnjevanje obveznosti podjetja Ingram, zvišanje cene Izdelka s strani prodajalcev podjetja Ingram, zvišanje cene Izdelka zaradi okoliščin, ki jih Pogodbenci nista mogli predvideti (npr. epidemija/pandemija), sprememba roka izpolnitve naročila s strani prodajalcev podjetja Ingram). Podjetje Ingram mora v razumnem roku obvestiti Kupca o vsaki spremembi. Kupec se s podpisom Pogojev zavezuje k plačilu Kupnine ter sprejema spremenjeni rok dobave v skladu z določili tega podpoglavja.	2.2.1.3.	The Parties firmly, unconditionally and irrevocably agree that the Products unit prices (based on which the Parties determined the Purchase Price) / the terms of delivery may be subject to changes due to objective circumstances which cannot be reasonably taken into consideration by Ingram upon the Purchase Order's Date (e.g. increase of costs relating to the performance of Ingram's own obligations, the Product price has been increased by Ingram's Vendors, the Product price has been increased due to circumstances which could not have been foreseen by the Parties (e.g. epidemic/pandemic), the order fulfillment term has been modified by the Ingram's Vendors). Any change shall be notified by Ingram to Purchaser within a reasonable period of time. By signing the Terms, Purchaser declares that it accepts and undertakes to pay the Purchase Price / to accept the adjusted delivery time in accordance with the provisions of this sub-section.
2.2.1.4.	Kupec se zavezuje, da ne bo zavrnil/odložil plačila Kupnine ter da od podjetja Ingram ne bo zahteval poravnave ali drugega načina izpolnitve obveznosti razen plačila, in se odpoveduje pravici do tega, da bi zahteval nadomestilo/drug način izpolnitve obveznosti v skladu z določbami veljavne zakonodaje. Podjetje Ingram lahko po svoji presoji kadar koli s pisnim obvestilom prekliche in/ali spremeni odobreni limit kredita.	2.2.1.4.	Purchaser declares that it shall not refuse / postpone the payment of the Purchase Price by invoking to Ingram a set-off or any other method of fulfilling the obligations besides payment, and waives the right to invoke compensation / other method of extinguishing the obligations according to the provisions of the applicable law. Ingram shall be entitled, at any time and at its absolute discretion, to withdraw and/or alter any credit limit granted, by sending written notice.
2.2.1.5.	Kupec se nepreklicno, brezpogojno in dokončno zavezuje, da ne bo zahteval odloga plačila Kupnine (ali dela Kupnine) v naslednjih primerih: (i) v primeru pojava kakršnih koli zakonskih ali stvarnih motenj v zvezi z Izdelki ali (ii) kakršnih koli napak/pomanjkljivosti na Izdelkih, za katere podjetje Ingram po Pogojih ni dolžno zagotoviti garancije, ali (iii) v primeru pojava kakršne koli druge okoliščine, za katero v skladu s Pogoji podjetje Ingram ne odgovarja.	2.2.1.5.	Purchaser declares that it firmly, unconditionally and irrevocably agrees not to invoke the suspension of the payment of the Purchase Price (any part of the Purchase Price) in the case of: (i) occurrence of any disturbance in law or in fact of the Products, or (ii) any Products defects / deficiencies which Ingram is not bound to warrant under the Terms, or (iii) occurrence of any other situation which the Terms provide that Ingram is not liable for.

<p>2.2.1.6. Kupec se zavezuje, da bo podjetju Ingram povrnil škodo za vse morebitne terjatve Prodajalcev zoper podjetje Ingram, ki bi nastale zaradi Kupčevega neupoštevanja pogojev Prodajalcev, v primeru, da je Kupec koristil Posebne ponudbe. V skladu s pogoji Posebnih ponudb, ki veljajo za nekatere Prodajalce in Izdelke, lahko podjetje Ingram in/ali njegovi Prodajalci ob neupoštevanju tovrstnih pogojev Kupcu v celoti zaračunajo vse popuste, rabate in druge posebne ugodnosti, ki so bile Kupcu priznane v okviru Posebne ponudbe.</p>	<p>2.2.1.6. Purchaser agrees to indemnify Ingram for any claims made against Ingram by Vendors for Purchaser 's non-compliance with Vendors' terms and conditions in the context where Purchaser benefits from Special Bids. Subject to the terms corresponding to the Special Bids, applicable for certain Vendors and Products, non-compliance with such terms may entitle Ingram and/or its Vendors to reclaim and invoice Purchaser in full for all discounts, rebates and other special price conditions granted to Purchaser under the Special Bid.</p>
<p><i>Pogoji plačila Kupnine</i></p>	<p>2.2.2. <i>The Purchase Price payment conditions</i></p>
<p>2.2.2.1. Kupnino za vsako dobavo Izdelka, ki jo opravi podjetje Ingram na podlagi Naročila, mora Kupec plačati ob upoštevanju naslednjih pogojev</p>	<p>2.2.2.1. The Purchase Price for each Product delivery made by Ingram under the relevant Purchase Order shall be paid by Purchaser, under the following conditions</p>
<p><b>(A) Kreditni limit:</b></p>	<p><b>(A) Credit limit:</b></p>
<p>(i) Kupec je upravičen do kreditnega limita, ki ga enostransko določi in ponudi podjetje Ingram po lastni presoji (npr. brez dolžnosti obrazložitve) ("<b>Kreditni limit</b>") za določeno časovno obdobje ("<b>Kreditno obdobje</b>"), če skupna vrednost Kupnin za Izdelke, kupljene v Kreditnem obdobju, ne presega Kreditnega limita, razen če sta se Pogodbenici v Naročilih dogovorili, da skupna vrednost Kupnin lahko presega Kreditni limit;</p>	<p>(i) Purchaser benefits from a credit limit unilaterally established and offered by Ingram at Ingram's own discretion (e.g. with no obligation to justify it) (the "<b>Credit Limit</b>"), for a period of time (the "<b>Credit Period</b>"), if the cumulated value of the Purchase Prices for the Products purchased during the Credit Period does not exceed the Credit Limit, unless the Parties have agreed under the Purchase Orders that the cumulated value of the Purchase Prices may exceed the Credit Limit;</p>
<p>(ii) Kreditni limit, ki ga podjetje Ingram odobri Kupcu, ne vpliva na skupno količino Izdelkov, ki jih Kupec lahko kupi od podjetja Ingram, kar pomeni, da lahko Kupec kupi Izdelke, ki presegajo vrednost Kreditnega limita, če izvede takojšnje plačilo v skladu z določbami člena 2.2.2.2.1. točka (B) (i) spodaj; in Kupec soglaša s tem, da lahko podjetje Ingram po lastni presoji kadar koli enostransko z obvestilom Kupcu spremeni Kreditni limit in</p>	<p>(ii) The Credit Limit granted to Purchaser by Ingram does not restrict the total volume of the Products that Purchaser may purchase from Ingram, meaning that Purchaser may purchase Products beyond the value of the Credit Limit, subject to immediate payment in accordance with the provisions of Article 2.2.2.1. lett. (B) point (i) below; and</p> <p>(iii) Purchaser declares that it agrees and accepts the fact that the Credit Limit may be unilaterally amended by Ingram, at Ingram's absolute discretion at any time, by a notice; and</p>
<p>(iii) Kupec soglaša s tem, da lahko podjetje Ingram po lastni presoji kadar koli enostransko z obvestilom Kupcu ukine Kreditni limit. V tem primeru vse do tedaj zaračunane Kupnine zapadejo v plačilo takoj, brez dodatnih postopkov.</p>	<p>(iv) Purchaser declares that it agrees and accepts the fact the Credit Limit facility may be unilaterally eliminated by Ingram at Ingram's absolute discretion and at any time, by a notice – in this case, all Purchase Prices invoiced up to that time shall become due immediately, with no further formality.</p>
<p>(v) Če Kupec preseže svoj Kreditni limit ali če ne izpolnjuje kriterijev za ohranitev kreditnih pogojev, ima podjetje Ingram pravico, da po lastni presoji začasno prekine dobavo pošiljk/izpolnjevanje svojih obveznosti ali zahteva vnaprejšnje plačilo, dokler enostransko ne presodi, da je Kupec ponovno upravičen do kreditnih pogojev.</p>	<p>(vi) If Purchaser exceeds its Credit Limit or fails to qualify for continued credit terms, Ingram is entitled, at its sole discretion, to delay subsequent shipments/suspend execution of its obligations or require payment in advance, until Ingram unilaterally determines that Purchaser is once again qualified to receive credit terms.</p>
<p><b>(B) Takojšnje plačilo:</b></p>	<p><b>(B) Immediate payment:</b></p>
<p>(i) (1) Kupec se zavezuje, da bo podjetju Ingram plačal celoten znesek Kupnine za naročilo v določenem roku od dneva izdaje računa s strani podjetja Ingram, kot se dogovorita Pogodbenici. (ii) (2) V primeru, da je Kupec upravičen do Kreditnega limita v skladu s točko (A) zgoraj, se zavezuje, da bo podjetju Ingram plačal znesek Kupnine (oz. Kupnin), ki presega Kreditni limit, in sicer nemudoma po datumu, ko je bil Kreditni limit presežen, brez kakršnih koli drugih postopkov.</p>	<p>(ii) (1) Purchaser undertakes to pay to Ingram in whole the Purchase Price for an order in certain number days from invoice issuance by Ingram as agreed between the Parties. (2) In case Purchaser benefits from Credit Limit as per letter (A) above, Purchaser undertakes to pay to Ingram the excess of the Purchase Price(s) which exceeds the Credit Limit, immediately after the date when the Credit Limit is exceeded, no other formality being necessary.</p>
<p>2.2.2.2. Podjetje Ingram za vsako dobavo Izdelkov v skladu s temi Pogoji izda račune za znesek Kupnine.</p>	<p>2.2.2.2. Ingram shall issue invoices for the Purchase Price relating to each supply of the Products made in accordance with these Terms.</p>
<p>2.2.2.3. Plačilo Kupnine mora biti izvedeno v EUR (ali drugi ustreznih valut) z nakazilom na bančni račun podjetja Ingram.</p>	<p>2.2.2.3. The payment of the Purchase Price shall be made in EUR (or other currency, as appropriate) by transfer into Ingram's bank account.</p>
<p>2.2.2.4. Šteje se, da je bil Kupec uradno obveščen po poteku roka za plačilo Kupnine, določenega v računih, ki jih je izstavilo podjetje Ingram v skladu z zgornjimi določili, in da je dolžan plačati zamudne obresti v višini 0,1 % nepravnanega zneska na koledarski dan od datuma zapadlosti do plačila celotnega dolgovanega zneska. Skupni znesek zamudnih obresti je lahko višji od nepravnanega zneska. Določila iz tega poglavja ne izključujejo ali kakor koli omejujejo pravice podjetja Ingram, da zahteva povračilo celotne nastale škode.</p>	<p>2.2.2.4. Purchaser shall be considered formally notified <i>de iure</i> from the expiration of the deadline for payment of the Purchase Price laid down in the invoices issued by Ingram in accordance with the provisions above and shall owe late payment penalties of 0.1% per calendar day applicable to the due and unpaid amount, from the due date until full payment of the amounts owed. The total amount of the penalties may exceed the outstanding amount. The provisions of this section shall</p>

			neither remove nor restrict in any way Ingram's right to claim full repairation of the damage suffered.
2.2.2.5.	Šteje se, da je plačilo kateregakoli zneska iz naslova Kupnine opravljeno na dan, ko je na bančnemu računu podjetja Ingram knjižen znesek, ki ga je nakazal Kupec. Šteje se, da je plačilo izvedeno na dan, ko podjetje Ingram prejme celoten znesek, naveden na računu, ki ga je izdalo podjetje Ingram, pod pogoji, določenimi v tem podpoglavju.	2.2.2.5.	The payment of any amount relating to the Purchase Price shall be deemed to be made on the date Ingram's bank account is credited with the amount transferred by Purchaser. The payment shall be deemed fully made on the date on which the entire amount mentioned in the invoice issued by Ingram is received by Ingram under the conditions provided in this sub-section.
2.2.2.6.	Pogodbenici se strinjata, da so obveznost plačila Kupnine ter plačilni roki in pogoji, opredeljeni v teh Pogojih, bistveni elementi teh Pogojev.	2.2.2.6.	The Parties agree that the obligation to pay the Purchase Price as well as the payment terms and conditions provided in these Terms are of the essence.
<b>2.2.3. Varnost plačila</b>		<b>2.2.3. Payment security</b>	
2.2.3.1.	Da bi zagotovil pravilno izpolnjevanje vseh obveznosti, ki jih je Kupec sprejel v skladu s temi Pogoji (vključno s plačilom Kupnine in/ali zamudnih obresti), se Kupec brez poseganja v katero koli drugo pravico ali pravno sredstvo, ki je na voljo podjetju Ingram, zavezuje k naslednjemu:	2.2.3.1.	In order to secure the proper fulfillment of all obligations assumed by Purchaser under these Terms (including the payment of the Purchase Price and/or of the penalties), without prejudice to any other right or remedy available to Ingram, Purchaser agrees as follows:
(i)	v primeru kršitve (vključno z zamudo/neizpolnitvijo) katere koli obveznosti, ki jo je Kupec prevzel v skladu s temi Pogoji, ima podjetje Ingram pravico, da brez poseganja v druge pravice, določene z zakonom ali v skladu s temi Pogoji, zavrne/začasno prekine izpolnjevanje svojih obveznosti do datuma pravilne izpolnitve Kupčevih obveznosti, pri čemer ni dolžno povrniti škode, ki jo je utrpel/prijavil Kupec ali katera koli tretja oseba, oziroma plačati kakršne koli kazni/nadomestila/odškodnine;	(i)	in case of improper performance (including in case of delay / non-performance) by Purchaser of any obligation assumed under these Terms, Ingram will be entitled, without excluding any of other rights stipulated by the law or provided under these Terms, to refuse / to suspend the performance of its own obligations until the date of proper fulfilment of Purchaser's obligations, without being able to be obliged to repair any damage suffered / claimed by Purchaser or by any other third party or to pay any kind of penalties / indemnification / damages of any kind;
(ii)	Pogodbenici se strinjata, da ima podjetje Ingram v primeru, da Kupec ni poravnal Kupnine, pravico (brez poseganja v druge zakonsko določene pravice/ukrepe ali pravice/ukrepe, ki jih določajo ti Pogoji), da zavrne/začasno prekine dobavo izdelkov iz trenutno odprtih/prihodnjih Naročil. Pogodbenici se strinjata, da se vsi roki, o katerih sta se dogovorili v okviru Naročila, zamaknejo in podaljšajo za celotno obdobje prekinitev izvajanja obveznosti s strani podjetja Ingram, pri čemer podjetje Ingram ni dolžno povrniti škode, ki jo je utrpel/prijavil Kupec ali katera koli tretja oseba, oziroma plačati kakršne koli kazni/nadomestila/odškodnine.	(ii)	specifically, the Parties agree that if Purchaser fails to pay the Purchase Price, Ingram will be entitled, without excluding any of the other rights / measures stipulated by the law or provided under these Terms) to refuse / to suspend subsequent Product supplies, based on ongoing / subsequent Purchase Orders. The Parties agree that any and all due dates agreed by the Parties under the Purchase Order shall be postponed accordingly and extended with the entire period of suspension of Ingram's obligations performance, without being able to be obliged to repair any damage suffered / claimed by Purchaser or by any other third party or to pay any kind of penalties / indemnification / damages of any kind.
<b>3. PRENOS LASTNINSKE PRAVICE</b>		<b>3. TRANSFER OF THE OWNERSHIP RIGHT</b>	
3.1.	Lastninska pravica za izdelke se prenese z podjetja Ingram na Kupca po prevzemu pošiljke (s strani Kupca ali tretje osebe, ki jo pooblasti Kupec). Za dokazilo o prevzemu se šteje račun, dobavnica, tovorni list in/ali potrdilo o prevzemu pošiljke s s podpisom Kupca/tretje osebe, ki jo pooblasti Kupec (odvisno od posameznega primera), in sicer pod pogojem, da je podjetje Ingram prejelo celoten znesek v skladu s čl. 3.3 teh pogojev.	3.1.	The right of ownership over the Products shall be transferred from Ingram to Purchaser upon delivery-receipt (to Purchaser or the third party appointed by Purchaser ), the evidence thereof being the execution by Purchaser / appointed third party of the invoice, the delivery note, the waybill and/or a delivery-receipt notes (as the case) - subject to Ingram having received payment in full as per Art. 3.3 hereof.
3.2.	Podpis računa, dobavnice, tovarnega lista in/ali potrdila o prejemu pošiljke s strani Kupčevega pooblaščenca pomeni, da je Kupec prejel izdelke (in da prejeti izdelki ustrezajo izdelkom, navedenim v Naročilu). Prav tako se šteje, da se Kupec strinja s plačilom računa, če ob prejemu izdelkov podjetju Ingram v skladu s Pogoji ni posredoval nobenih pritožb (te morajo biti utemeljene in sporočene v skladu z določili teh Pogojev). Kupec zagotavlja, da je svojega pooblaščenca za prevzem/prejem in izpolnitev pripadajočih dokumentov posebej pooblastil za prevzem/prejem izdelkov od podjetja Ingram (vključno s podpisom pripadajoče dokumentacije). Pogodbenici izrecno soglašata, da tveganje glede izdelkov (vključno z uničenjem, izgubo ali izginotjem zaradi nepredvidljivih dogodkov ali višje sile, tveganjem poškodovanja in tveganjem izgube izdelkov) v trenutku dostave v skladu s členom 4 spodaj prevzame Kupec ali njegov pooblaščenec, oz. v trenutku prevzema izdelkov s strani Kupca ali njegovega	3.2.	The signing by Purchaser's representatives of the invoice, the delivery note, the waybill and/or the delivery-receipt notes equals to the receipt of the Products by Purchaser (including the confirmation that the Products received are the Products listed in the Purchase Order), and the invoice shall be deemed to be accepted for payment by Purchaser, if has not communicated any objections to Ingram upon receipt of the Products, in accordance with the Terms (the objections must be justified and notified in accordance with these Terms). Purchaser warrants that its representative for collection / receipt and execution of related documentation has been specially authorized by Purchaser to collect / receive the Products from Ingram (including to sign related documentation). The Parties expressly agree that the product risk (including in case of destruction, loss or disappearance due to fortuitous or force majeure events, the risk of damage and risk of loss of the Products) shall pass to Purchaser at the time of delivery



<p>3.3. izbranega prevoznika ali pooblaščenca, ali če Kupec ne prevzame izdelkov na lokaciji prevzema ali dostave na dan, ko bi jih moral prevzeti od podjetja Ingram.</p> <p>Lastninska pravica na izdelkih se ne glede na njihovo predajo Kupcu in prenos tveganja nanj ali katero koli drugo določbo teh Pogojev ne prenese na Kupca, dokler podjetje Ingram ne prejme celotnega zneska plačila za izdelke, če se Pogodbenici ne dogovorita drugače. Dokler lastninska pravica na izdelkih ne preide na Kupca, je Kupec dolžan: a) hraniti izdelke kot skrbnik izdelkov za podjetje Ingram; in b) hraniti izdelke ločeno od svojih izdelkov in izdelkov tretjih oseb; in c) poskrbeti, da so izdelki ustrezno skladiščeni, zaščiteni in zavarovani ter označeni kot lastnina podjetja Ingram; in d) soglašati s tem, da so izdelki lahko označeni kot lastnina podjetja Ingram, dokler podjetje Ingram ne prejme plačila v celoti. Do trenutka, ko lastninska pravica na izdelkih preide na Kupca (in pod pogojem, da so izdelki še vedno na voljo in niso bili prodani naprej), ima podjetje Ingram pravico, da od Kupca kadar koli zahteva, da mu izroči izdelke. V primeru, da mu jih Kupec ne izroči brez odlašanja, lahko podjetje Ingram vstopi v katere koli prostore Kupca ali tretje osebe, kjer so izdelki skladiščeni, in jih sam prevzame.</p>	<p>in accordance with Article 4 below to Purchaser or Purchaser's agent; or collection of the Products by Purchaser or Purchaser's nominated carrier or agent, or if Purchaser fails to take delivery of Products from the Pickup Location or to receive the Products from the Place of Delivery, at the time when Purchaser was supposed to take them over from Ingram.</p> <p>3.3. Notwithstanding delivery and the passing of risk of the Products or any other provisions of these Terms, unless the Parties agree otherwise, the title to the Products shall not pass to Purchaser until Ingram has received payment in full of the Products. Until such time as title to the Products passes to Purchaser, Purchaser shall: a) hold the Products as Ingram's bailee; and b) keep the Products separate to those of Purchaser and third parties; and c) keep the Products properly stored protected and insured, and identified as Ingram's property; and d) accept that Products may be labelled as being Ingram's property until Ingram is paid in full. Until such time as the title in the Products passes to Purchaser (and provided the Products are still in existence and have not been resold) Ingram shall be entitled at any time to require Purchaser to deliver up the Products to Ingram and if Purchaser fails to do so forthwith, to enter upon any premises of Purchaser or of any third party where the Products are stored and repossess the Products.</p>
<p><b>4. DOBAVA, IZROČITEV IN PREJEM IZDELKOV</b></p>	<p><b>4. PRODUCT DELIVERY, HANDING OVER AND RECEIPT</b></p>
<p><b>4.1. Izročitev; dostava</b></p>	<p><b>4.1. Handing over; delivery</b></p>
<p>4.1.1. Izdelke Kupec prevzame na lokaciji prevzema oziroma se ti dostavijo in izroči Kupcu na lokaciji dostave v skladu s pogoji, o katerih se Pogodbenici dogovorita v Naročilu.</p>	<p>4.1.1. The Products shall be taken over by Purchaser from the Pickup Location or shall be delivered and handed over to Purchaser at the Place of Delivery, in accordance with the terms and conditions agreed between the Parties in the relevant Purchase Order.</p>
<p>4.1.2. Če v Naročilu ni dogovorjeno drugače, se Kupec zavezuje, da bo: (i) prevzel izdelke na lokaciji prevzema z lastnim prevoznim sredstvom ali s prevoznimi storitvami tretjih oseb in kril stroške prevoza; (ii) kril vse stroške, povezane s prevozom, natovarjanjem in raztovarjanjem izdelkov; in (iii) da bo kril stroške zavarovanja dobavljenih izdelkov (tudi med prevozom), če je to potrebno.</p>	<p>4.1.2. Unless otherwise agreed in the Purchase Order, Purchaser undertakes: (i) to take over the Products from the Pickup Location, by its own means of transportation or by contracting the transportation services of third parties, bearing their costs; (ii) to bear all costs related to the transportation, loading and unloading of the Products; and (iii) to bear the costs necessary to insure the Products supplied (including during transportation), if applicable.</p>
<p>4.1.3. Če sta se Pogodbenici dogovorili, da bo podjetje Ingram dostavilo izdelke na lokacijo dostave, se Kupec zavezuje, da bo: (i) prevzel izdelke na lokaciji dostave; (ii) kril vse stroške, povezane s prevozom na lokacijo dostave, natovarjanjem in raztovarjanjem izdelkov na lokaciji dostave, razen če je v Naročilu določeno drugače; in (iii) kril stroške zavarovanja dobavljenih izdelkov (tudi med prevozom), če je to potrebno.</p>	<p>4.1.3. If the Parties have determined that the Products are to be delivered by Ingram to the Place of Delivery, Purchaser undertakes: (i) to take over the Products from the Place of Delivery; (ii) to bear all costs related to the transportation to the Place of Delivery, the loading and unloading of the Products at the Place of Delivery, unless otherwise stipulated in the Purchase Order; and (iii) to bear the costs necessary to insure the Products supplied (including during transportation), if applicable.</p>
<p><b>4.2. Prejem</b></p>	<p><b>4.2. Receipt</b></p>
<p>4.2.1. Kupec je dolžan prevzeti/prejeti izdelke v skladu s pogoji, o katerih sta se Pogodbenici dogovorili v Naročilu in v skladu s temi Pogoji, na: (i) lokaciji prevzema ali (ii) na lokaciji dostave. V primeru, da Kupec ne izpolni svoje obveznosti prevzema/prejema izdelkov in/ali plačila Kupnine in/ali podpisa dokumentov o prejemu/prevzemu, ki se nanašajo na katero koli dobavo izdelkov, ima podjetje Ingram pravico, da po predložitvi pisnega obvestila v roku 2 (dveh) koledarskih dni od datuma, ko bi moral Kupec prevzeti izdelke/podpisati dokumentacijo, shrani izdelke v skladišču ali jih proda, pri čemer Kupec prevzame vse povezane stroške in in tveganja. V primeru prodaje izdelkov mora Kupec poravnati morebitno razliko v ceni pri prodaji tretjim osebam, glede na Kupnino, ki sta jo Pogodbenici določili v skladu s temi Pogoji, ter vse stroške, ki jih je imelo podjetje Ingram pri prodaji izdelkov tretjim osebam, vključno z morebitno odškodnino.</p>	<p>4.2.1. Purchaser is obliged to take over / receive the Products under the terms and conditions agreed upon by the Parties according to the Purchase Order and these Terms, at: (i) the Pickup Location; or (ii) the Place of Delivery. If Purchaser fails to fulfill its obligation to take over / receive the Products and/or pay the Purchase Price and/or sign the acceptance / takeover documents, related to any delivery of Products, Ingram has the right, upon providing a written notice within 2 (two) calendar days from the date on which the obligation to take over the Products / sign the documentation had to be fulfilled, to store the Products in a warehouse, at the instruction, at the exclusive expense and at the exclusive risk of Purchaser or to sell such Products. In case of selling the Products, Purchaser shall bear any negative difference in the sale price obtained from third parties compared to the Purchase Price agreed between the Parties under these Terms, as well as all costs incurred by Ingram in connection with the sale of the Products to third parties, and damages.</p>

<p>4.2.2. Kupec je dolžan poskrbeti za skladiščenje in hrambo izdelkov (tudi v primeru iz člena 4.2.1) s skrbnostjo dobrega gospodarja, pri čemer prevzame vse povezane stroške in tveganja.</p>	<p>4.2.2. Purchaser shall ensure the storage and preservation of the Products (including in the case mentioned in Article 4.2.1) with the diligence of a good owner, bearing all the costs and risks related to such operations.</p>
<p>4.2.3. Prevzem izdelkov se izvede tako, da podjetje Ingram dostavi izdelke na lokacijo prevzema in da pooblaščen predstavniki Pogodbenic izpolnijo potrdilo o prevzemu.</p>	<p>4.2.3. The takeover of the Products shall be carried out by the provision by Ingram of the Products at the Pickup Location and by the execution by the authorized representatives of the Parties of the acceptance certificate.</p>
<p>4.2.4. Dostava izdelkov se izvede tako, da podjetje Ingram izdelke dostavi na lokacijo dostave, nakar pooblaščen predstavniki Pogodbenic podpišejo potrdilo o dostavi in prevzemu. Delna dobava izdelkov je dovoljena, razen če se Pogodbenici ne dogovorita drugače.</p>	<p>4.2.4. The delivery of the Products shall be made by Ingram by delivering the Products at the Place of Delivery and by signing the delivery-receipt notes by the authorized representatives of the Parties. Partial delivery of Products is allowed unless otherwise mutually agreed by both parties.</p>
<p><b>4.3. Količinska odstopanja</b></p>	<p><b>4.3. Quantitative discrepancies</b></p>
<p>4.3.1. Kupec ob prejemu izdelkov na lokaciji prevzema ali na lokaciji dostave preveri, ali je količina izdelkov ustrezna. Vsako odstopanje/nepравilnost je treba sporočiti takoj ob prejemu in zabeležiti v potrdilih o dostavi in prejemu in/ali v dostavnih dokumentih, ki se nanašajo na Naročila, ki se sestavijo ob dostavi in prejemu.</p>	<p>4.3.1. Purchaser shall conduct the quantitative inspection of the Products upon receipt thereof, at the Pickup Location or, as the case, at the Place of Delivery. Any non-compliance/ irregularity must be reported upon receipt and recorded within the delivery-receipt notes and/or within the delivery documents relating to the Purchase Order which are concluded upon delivery-receipt.</p>
<p>4.3.2. Vsako odstopanje/nepравilnost je treba sporočiti ob prejemu in zabeležiti v potrdilih o dostavi in prejemu in/ali v dostavnih dokumentih, ki se nanašajo na Naročila, ki se sestavijo ob dostavi in prejemu. Če se v roku, navedenem v poglavju 4.3.1 zgoraj, odkrijejo kakršna koli količinska neskladja med izdelki, ki so bili dejansko dobavljeni Kupcu, in količinami, o katerih sta se Pogodbenici dogovorili v okviru Naročila, Kupec podjetju Ingram pošlje pisno zahtevo: (i) za odpravo pomanjkljivosti v dobavi, kar pomeni, da bodo na dogovorjen datum dobavljeni manjkajoči izdelki oz. (ii) če manjkajočih izdelkov iz kakršnega koli razloga ni mogoče dobaviti, za to, da se Kupnina, ki se nanaša na zadevno dobavo, v skladu z določili teh Pogojev, prizna kot dobropis v vrednosti manjkajoče količine izdelkov (ki se šteje kot predplačilo naslednjega Naročila). Kupec v primeru pomanjkljive dobave izdelkov nima pravice zavrniti plačila za nedobavljene izdelke, če niso izpolnjeni vsi zgoraj omenjeni pogoji.</p>	<p>4.3.2. Upon the identification, within the period of time mentioned under section 4.3.1 above, of any quantitative discrepancies between the Products actually delivered to Purchaser and the quantities agreed upon by the Parties under the Purchase Order, Purchaser may request in writing from Ingram, upon such identification, as sole remedy: (i) to remedy the delivery, meaning that the missing Products shall be delivered by Purchaser on a date mutually agreed by the Parties, or (ii) if the missing Product quantity cannot be remedied, regardless of the reasons thereof, to credit the Purchase Price related to this delivery with the value of the missing Product quantity (being considered as advance of the next Purchase Order), as per the provisions of this hereunder. For the avoidance of any doubts, any lack of Products shall not, in the absence of the aforesaid formalities, entitle Purchaser to refuse payment of the undelivered Products.</p>
<p>4.3.3. V primeru, da Kupec podjetja Ingram ne obvesti o morebitnih količinskih neskladjih (z evidentiranjem teh neskladij v zapisnikih o dostavi in prevzemu), ugotovljenih pri pregledu ob dostavi in prevzemu izdelkov v skladu s zgoraj navedenim določilom, se šteje, da je podjetje Ingram dostavo in prevzem izdelkov opravilo v skladu s Pogoji ob sestavi zapisnika o dostavi in prevzemu. Če Kupec ugotovi odstopanja v količinah izdelkov, to ne pomeni, da dobava preostalih izdelkov ni bila izvedena v skladu s temi Pogoji in da ne veljajo vsi povezani učinki (npr. prenos tveganj na Kupca).</p>	<p>4.3.3. The Parties agree that if Purchaser does not notify Ingram of any quantitative discrepancies (by recording such discrepancies in the delivery-receipt notes) as a result of the inspection conducted upon the delivery and receipt of the Products in accordance with the provision mentioned above, the Product delivery and receipt shall be deemed to have compliantly been made by Ingram upon the execution of the delivery-receipt minutes. The identification of any quantitative discrepancies shall not prevent the delivery of the remaining Products, from being deemed to be compliantly made, with all related consequences (e.g. transfer of risks to Purchaser).</p>
<p><b>4.4 Očitne in skrite napake izdelkov</b></p>	<p><b>4.4. Apparent defects and latent defects of the Products</b></p>
<p><i>4.4.1. Očitne napake</i></p>	<p><i>4.4.1. Apparent defects</i></p>
<p>4.4.1.1. Kupec mora ob dostavi in prevzemu izdelkov v skladu s poglavjema 4.1 in 4.2 zgoraj opraviti pregled izdelkov in preveriti: (i) ali so izdelki skladni z lastnostmi, navedenimi v spremni dokumentaciji izdelkov (npr. dokumentaciji proizvajalca in Prodajalca), in (ii) ali imajo izdelki druge očitne napake (kakršne koli napake, ki jih lahko Kupec zlahka odkrije z vizualnim pregledom ali izdelka ob prejemu).</p>	<p>4.4.1.1. Purchaser shall, at each delivery and receipt of the Products, in accordance with Sections 4.1 and 4.2 above, check the Products, verifying: (i) whether the Products comply with the characteristics mentioned in the documents accompanying the Products (e.g. manufacturer's and Vendor's documentation) and (ii) if the Products have other apparent defects (any defect of the Product that can be discovered by Purchaser by simple observation or external inspection of the Product at the time of receipt).</p>
<p>4.4.1.2. V skladu s členom 4.4.1.1.1 je treba o očitnih napakah izdelkov obvestiti podjetje Ingram na dan dobave in prevzema izdelkov, pri čemer jih mora kupec izrecno navesti v zapisniku o dostavi in</p>	<p>4.4.1.2. The apparent defects of the Products according to Article 4.4.1.1 must be reported to Ingram on the date of delivery-receipt of the Products, Purchaser expressly mentioning them within the delivery-receipt</p>

<p>prevzemu Izdelkov. Če se ugotovi, da je prijava napake utemeljena, mora podjetje Ingram na Kupčevo zahtevo ponuditi eno izmed naslednjih rešitev: (i) odpravo očitnih napak, ki jo lahko izvede bodisi podjetje Ingram bodisi Prodajalec ali (ii) zamenjavo Izdelkov, ki so bili dobavljeni z napakami, z Izdelki brez očitnih napak ali (iii) dobropis za vrnjen Izdelek v višini prvotne Kupnine. Da bi bil Kupec upravičen do katerega koli od teh pravnih sredstev, mora ugotovljene očitne napake Izdelkov na dan prejema zabeležiti v potrdilo o prejemu in svoje navedbe tudi ustrezno utemeljiti.</p>	<p>notes of the Products. If the observation is substantiated, Purchaser shall have the right to request and Ingram shall provide at its option, as the only remedy, any of: (i) the removal of the apparent defects, by Ingram or Vendor, or (ii) the replacement of the Products supplied with defects with other Products without apparent defects, or (iii) the crediting of the returned Product at the original Purchase Price. In order to be entitled to any of such remedies, Purchaser must record the relevant mentions within the delivery-receipt notes, on the date of receipt, regarding such apparent defects of the Products and they must be substantiated.</p>
<p>4.4.1.3. Kupec jamči, da ima ustrezne izkušnje, tehnične zmogljivosti in tehnično osebje, ki so potrebni za izvedbo pregleda očitnih napak v skladu s členom 4.4.1.1. V primeru, da Kupec ne obvesti podjetja Ingram o kakršnih koli očitnih napakah v skladu z zgoraj navedenimi določili in v obsegu, ki ga dovoljuje zakon, se šteje, da so Izdelki skladni z Naročilom, brez očitnih napak in da jih je Kupec nepreklicno sprejel.</p>	<p>4.4.1.3. Purchaser declares that it has sufficient experience, technical capacity and technical staff necessary to execute the apparent defects inspection according to Article 4.4.1.1. The Purchaser agrees that if Purchaser does not notify Ingram of any apparent defects in accordance with the provisions mentioned above and to the extent permitted by law, the Products will be deemed to be conforming to the Purchase Order, free from apparent defects and irrevocably accepted by Purchaser.</p>
<p>4.4.1. <i>Skrite napake in odsotnost dogovorjenih lastnosti</i></p>	<p>4.4.2. <i>Latent defects and lack of agreed qualities</i></p>
<p>4.4.2.1. Pogodbenici se strinjata, da podjetje Ingram Kupcu ne daje garancije za skrite napake/odsotnost dogovorjenih lastnosti Izdelkov, v obsegu, ki ga dovoljujejo veljavni zakoni, razen če Kupec dokaže, da je bilo podjetje Ingram seznanjeno ali bi moralo biti seznanjeno z obstojem skritih napak/odsotnostjo dogovorjenih lastnosti Izdelkov o katerih sta se Pogodbenici dogovorili ob podpisu teh Pogojev in da te skrite napake v celoti in skupno izpolnjujejo zahteve, predpisane z zakoni, ki se nanašajo na odgovornost podjetja Ingram za skrite napake/odsotnost lastnosti Izdelkov, o katerih sta se Pogodbenici izrecno dogovorili (v tem primeru mora Kupec dokazati tudi, da sta se Pogodbenici pisno dogovorili o (domnevno pomanjkljivih) lastnostih Izdelkov).</p>	<p>4.4.2.1. To the extent permitted by the applicable laws, the Parties agree that Ingram does not guarantee Purchaser against latent defects / lack of qualities agreed by the Parties regarding the Products, unless Purchaser proves that Ingram was aware or should have been aware of the existence of latent defects / lack of qualities agreed by the Parties on the signing of these Terms and such latent defects fully and cumulatively meet the requirements prescribed by mandatory laws to engage the liability of Ingram for latent defects / lack of Product qualities expressly agreed by the Parties (in this case, Purchaser must also prove that the Parties have agreed in writing upon the qualities of the Products (allegedly lacking)).</p>
<p>4.4.2.2. Brez poseganja v določila člena 4.4.2.1 in v obsegu, ki ga dovoljuje veljavna zakonodaja, se morajo skrite napake/odsotnosti lastnosti Izdelkov, o katerih sta se Pogodbenici dogovorili, pojaviti (nastopiti) v največ 30 (tridesetih) dneh od prejema pošiljke (razen če je v dokumentaciji Prodajalca določen krajši rok), Kupec pa mora o tem pisno obvestiti podjetje Ingram in priložiti dokazila v največ 2 (dveh) delovnih dneh od datuma, ko jih je Kupec odkril. V nasprotnem primeru Kupec nima več pravice do nobenega od korektivnih ukrepov zaradi neizpolnjevanja garancije za skrite napake/odsotnost lastnosti Izdelkov (vključno s korektivnimi ukrepi iz člena 4.4.2.3).</p>	<p>4.4.2.2. Without prejudice to the provisions of Article 4.4.2.1 and to the extent permitted by the applicable law, in order for Ingram to guarantee Purchaser against latent defects / lack of qualities agreed by the Parties, the latent defects / lack of agreed qualities must appear (occur) within maximum 30 (thirty) days from delivery-receipt (unless a shorter period is provided in the Vendor's documentation) and Purchaser must notify Ingram in writing, together with the evidence to this defect, within maximum 2 (two) business days from the date of their discovery by Purchaser. Otherwise, Purchaser shall be deprived of the right to claim any of the remedies for non-compliance with the guarantee for latent defects / lack of qualities (including those provided in Article 4.4.2.3).</p>
<p>4.4.2.3. Če Kupec ugotovi skrite napake/odsotnost dogovorjenih lastnosti Izdelkov in o njih obvesti podjetje Ingram v rokih in v skladu z določbami iz podpoglavij 4.4.2.1 in 4.4.2.2 zgoraj, je ob upoštevanju določil iz podpoglavij 5.1 spodaj upravičen do katerega koli od naslednjih korektivnih ukrepov: (i) popravilo Izdelkov ali (ii) v primeru, da Izdelkov iz kakršnega koli razloga ni mogoče popraviti, njihova zamenjava z drugimi podobnimi Izdelki, ki bodo dobavljeni na drug datum, ki ga sporazumno določita Pogodbenici, ali (iii) če iz kakršnega koli razloga Izdelkov ni mogoče zamenjati, dobropis za vrnjene Izdelke v višini prvotne Kupnine. Podjetje Ingram na podlagi analize dokazov, ki jih je predložil Kupec, določi način izvedbe korektivnega ukrepa izmed tistih, ki so navedeni v členu 4.4.2.3.</p>	<p>4.4.2.6. Subject to the provisions of sections 5.1 below, if the latent defects / lack of agreed qualities of the Products have been identified and mentioned / notified by Purchaser to Ingram within the deadlines and according to the provisions mentioned within sub-sections 4.4.2.1 and 4.4.2.2 above, Purchaser shall be entitled and Ingram shall provide at its option, as a sole remedy, to any of: (i) the repair the Products, or, (ii) in the event that the Products cannot be repaired for any reason, to replace the Products with other similar Products, which shall be delivered at another date mutually agreed by the Parties, or, (iii) if it is not possible to replace the Products for any reason, request the crediting of the returned Product at the the original Purchase Price of the Products. Based on the analysis of the evidence submitted by Purchaser, Ingram shall indicate the manner in which the remedy is performed, among those mentioned within Article 4.4.2.3.</p>
<p>4.4.2.4. Podjetje Ingram ne prevzema odgovornosti za kakršno koli škodo ali napake na Izdelkih, ki so posledica neustreznega načina hrambe, skladiščenja ali prevoza, malomarnosti, zlorabe ali neustrezne uporabe, vgradnje, vzdrževanja ali nepooblaščenega popravila in predelave.</p>	<p>4.4.2.7. Ingram will not be liable for any damage or defects in the Products that have been caused by the improper storage, warehousing or transport, or by any neglect, abuse or improper use, installation, maintenance or unauthorized repair and modification.</p>



<p>4.4.2.5. Vsak zahtevek za vračilo Izdelkov s strani Kupca bo obravnavan v skladu z navodili za vračilo podjetja Ingram. Kupec lahko podjetju Ingram vrne Izdelke le, če jim je bila dodeljena številka RMA - Pooblastilo za vračilo blaga (Return merchandise authorization), ki jo je predhodno posredoval oddelek za pomoč strankam podjetja Ingram. Izdelki morajo biti vrnjeni v originalni embalaži s priloženo kopijo računa.</p>	<p>4.4.2.8. Each claim for the return of Products by Purchaser will be dealt with in accordance with Ingram's returns instruction and Purchaser shall not send the same Products to Ingram unless they are accompanied by an RMA number previously advised by Ingram's customer services department and by a copy of the relevant sales invoice and are sent in their original packaging.</p>
<p><b>5. GARANCIJSKO OBDOBJE</b></p>	<p><b>6. WARRANTY PERIOD</b></p>
<p>5.1. Podjetje Ingram ne proizvaja Izdelkov (oz., če Izdelki vsebujejo računalniško programsko opremo, ne objavlja ali licencira programske opreme) in v skladu z določili teh Pogojev prodaja Izdelke izključno z garancijo Prodajalca. Garancije Prodajalcev se prenesejo na Kupca ali neposredno na Kupčevega končnega uporabnika v skladu s pogoji in dokumenti, ki jih je izdal proizvajalec, kot sledi:</p>	<p>5.1. Ingram does not manufacture the Products (or where the Products comprise computer software, it does not publish or license the software) and subject to the conditions set out in these Terms Ingram only sells the Products with the benefit of the Vendor's warranty. Warranties are offered from the Vendors on a pass-through basis to the Purchaser or directly by the Vendor to the Purchaser's end user, within the terms, conditions and in accordance with the documents issued by the the manufacturer, as follows:</p>
<p>5.1.1. Brez poseganja v določila člena 4.4.2 se Pogodbenici izrecno strinjata, da podjetje Ingram Kupcu ni dolžno zagotavljati garancije za skrite napake in pomanjkljivosti Izdelkov, če: (i) se vzroki za skrite napake ali pomanjkljivosti Izdelkov pojavijo po dostavi oz. prejemu s strani Kupca; ali (ii) se vzroki za skrite napake ali pomanjkljivosti Izdelkov pojavijo po dostavi oz. prejemu s strani Kupca; ali (iii) so skrite napake ali pomanjkljivosti kakovosti izdelkov, o katerih sta se dogovorili Pogodbenici, posledica neustreznega ravnanja, skladiščenja in/ali načina hrambe dobavljenih Izdelkov ali tega, da je Kupec ravnal v nasprotju z običajnim načinom ravnanja, skladiščenja in/ali hrambe in/ali uporabe izdelka (vključno z načinom uporabe, ki ga je navedel Prodajalec); ali (iv) so skrite napake ali pomanjkljivosti posledica dogodkov, dejanj ali dejstev, kot so nepredvidljivi dogodki, višja sila; ali (v) so skrite napake ali pomanjkljivosti posledica dejanj Kupca ali katere koli tretje osebe, ki so povzročila poslabšanje/spremembe značilnosti/kakovosti izdelkov, posegov na Izdelkih brez izrecnega pisnega soglasja podjetja Ingram/ki so v nasprotju z navodili Prodajalca.</p>	<p>5.1.1. Without prejudice to the provisions of Article 4.4.2, the Parties expressly agree that Ingram shall not owe to Purchaser a warranty against latent defects and quality deficiencies of the Products if: (i) the causes of the latent defects or qualitative deficiencies of the Products appear / are subsequent to their delivery-receipt / reception by Purchaser ; or (ii) the causes of the latent defects or qualitative deficiencies of the Products appear / are subsequent to their delivery-receipt / reception by Purchaser ; or (iii) the latent defects or deficiencies in the quality agreed by the Parties result from the improper handling, storage and/or preservation of the delivered Products, or from the fact that Purchaser acted contrary to the usual handling, storage and/or preservation and/or use (including the mode of use indicated by the Vendor); or (iv) the latent defects or quality deficiencies are due to events, actions or facts such as fortuitous events, force majeure; or (v) the latent defects or quality deficiencies are due to the fact that Purchaser or any third party performs some actions of degradation / modification of the characteristics / qualities of the Products, intervention on the Products, without the express written consent of Ingram / contrary to the Vendor's instructions.</p>
<p>5.1.2. Za izdelke velja garancijsko obdobje, ki ga zagotavlja prodajalec posameznega Izdelka. Za programsko opremo je zagotovljena garancija v skladu z ustreznimi licenčnimi pogodbami, ki urejajo njihovo uporabo.</p>	<p>5.1.2. The warranty period regarding the Products is the one granted by the Vendor of each individual Product. Software Products are warranted in accordance with the relevant licence agreements governing their use.</p>
<p>5.1.3. Kupec lahko garancijo uveljavlja izključno pri Prodajalcu Izdelkov, kot je določeno v členu 5. Prodajalec krije vse stroške zamenjave, popravila ali vračila takšnih Izdelkov (vključno z vračilom Kupnine). Obravnava napak ali pomanjkljivosti se izvede v skladu s postopki Prodajalca ter s postopkom in navodili za vračila podjetja Ingram. Podjetje Ingram ne more in ni dolžno sprejeti vračila in/ali odobriti dobropisa za Izdelek, če to ni v skladu s Prodajalčevimi postopki.</p>	<p>5.1.3. Purchaser shall go exclusively against the Vendor of the Products for cases relating to the warranty in accordance to Article 5, which shall bear all costs of replacement, repair or return of such Products (including the refund of the Purchase Price). Processing of these defective Products shall be made according to the Vendor's procedure and Ingram's returns process and instructions. Ingram cannot and shall have no obligation to accept a return of and/or grant a credit for Product not compliant with the Vendor's procedures</p>
<p>5.1.4. Kupec se izrecno strinja, da podjetje Ingram ne zagotavlja, da so kupljeni izdelki skladni z namenom uporabe, zaradi katerega jih je Kupec kupil. Podjetje Ingram ne zagotavlja, da bodo za katerega koli od Izdelkov na voljo servisne storitve ali nadomestni deli.</p>	<p>5.1.4. For the avoidance of doubt, the Purchaser expressly agrees that Ingram does not warrant that the purchased Products by Purchaser are consistent with the purpose pursued by the latter. Ingram does not warrant that repair facilities or parts will be available in respect of any of the Products.</p>
<p>5.1.5. Podjetje Ingram ne prevzema nobene odgovornosti v okviru zgornje garancije, če ni bil plačan celoten znesek za nakup izdelkov.</p>	<p>5.1.5. Ingram shall be under no liability under the above warranty if the total price of the Products has not been paid to Ingram.</p>
<p>5.1.6. Vse garancije, pogoji ali drugi dogovori, ki izhajajo iz splošnega prava ali statuta ali so kako drugače povezani s prodajo ali</p>	<p>5.1.6. All warranties, conditions or other terms implied by common law or statute, or otherwise in connection with the sale or</p>

<p>dobavo blaga ali blaga ali storitev (razen iz naslova lastništva v primeru blaga), so izključeni/omejeni v največji možni meri, ki jo dovoljuje zakon.</p>	<p>supply of goods or goods or services (save, in the case of goods, as to title) are excluded/reduced to the fullest extent permitted by law.</p>
<p>5.1.7. Za Izdelke veljajo avtorske pravice Prodajalcev podjetja Ingram (tj. proizvajalcev ali založnikov določenega izdelka).. Kupec izdelkov ne sme spremeniti, prekriti ali odstraniti kakršne koli navedbe pravic intelektualne lastnine izdelkov ter mora spoštovati in upoštevati vse smernice in omejitve, ki jih določijo Prodajalci podjetja Ingram, če je Kupcu priznana pravica do uporabe teh pravic pri trženju in nadaljnji prodaji izdelkov. Kupec ne sme v nobenem primeru uporabljati Ingramovih logotipov in blagovnih znamk brez predhodne pisne privolitve podjetja Ingram. Kupec ne sme registrirati ali uporabljati nobenih blagovnih znamk, trgovskega imena, imena domene, trgovalne strategije ali komercialne označbe ali dizajna, ki jih uporabljajo podjetje Ingram ali njegovi Prodajalci v zvezi z izdelki.</p>	<p>5.1.7. The Products are subject to the intellectual property rights of Ingram's Vendors (i.e. the Product manufacturers or publishers of a particular Product). Purchaser is not authorised to alter, cover, or remove any reference to such intellectual property rights on the Products, and shall respect and adhere to any guidelines and restrictions provided by Ingram's Vendors if Purchaser is granted a right to use such rights in the marketing and resale of Products. Purchaser is not allowed for any purpose whatsoever to use Ingram's logos and trademarks without Ingram's prior written approval. Purchaser shall not register or use any trademarks, trade name, domain name, trading style or commercial designation or design used by Ingram or its Vendors in connection with the Products.</p>
<p>5.1.8. Podjetje Ingram Kupca ni dolžno zaščititi, mu povrniti škode ali ga obvarovati pred kakršno koli škodo in stroški, ki bi nastali Kupcu zaradi kršitve patentov ali blagovnih znamk ali kršenja avtorskih pravic kot posledica uporabe izdelkov. Podjetje Ingram v zvezi s tem ne prevzema nobene odgovornosti do Kupca ali katere koli tretje osebe.</p>	<p>5.1.8. Ingram shall have not duty to defend, indemnify, or hold harmless Purchaser from and against any or all damages and cost incurred by Purchaser arising from the infringement of patents or trademarks or the violation of copyrights by Products. Ingram shall bear no liability to Purchaser, or any third party related thereto.</p>
<p>5.1.9. Kupec se zavezuje, da se ne bo posluževal zavajajočih, goljufivih, nezakonitih ali neetičnih praks, ki bi lahko povzročile škodo podjetju Ingram ali Prodajalcem izdelkov, ter da brez predhodnega izrecnega pisnega dovoljenja podjetja Ingram svojim strankam ne bo nudil nobenih zagotovil ali garancij v zvezi z izdelki izven okvira garancij, ki jih nudijo Prodajalci. Kupec mora svojim strankam posredovati vse informacije o izdelkih, vključno z vsemi omejitvami, ki veljajo za izdelke, ter vsemi pogoji, ki se nanašajo na licence za programsko opremo, ki je sestavni del izdelkov.</p>	<p>5.1.9. Purchaser shall not engage in deceptive, misleading, illegal, or unethical practices that may be detrimental to Ingram or the Vendors of the Products, nor shall Purchaser make any representations or warranties to its customers concerning the Products, outside the scope of the warranties offered by the Vendors, without Ingram's prior express written authorisation. Purchaser shall pass on to its customers all Product information including any restrictions applying to the Products and any terms and conditions pertaining to the licensing of software included in the Products.</p>
<p><b>5. OBVEZNOSTI POGODBENIC</b></p>	<p><b>7. OBLIGATIONS OF THE PARTIES</b></p>
<p>6.1. Podjetje Ingram se zavezuje:</p>	<p>6.1. Ingram undertakes:</p>
<p>(i) da bo izdelke dobavljalo na lokaciji prevzema/dostave v skladu s pogoji, dogovorjenimi v Naročilu ali teh Pogojih;</p>	<p>(i) to supply the Products at the Pickup Location / Place of Delivery, according to the terms agreed in the Purchase Order or in these Terms;</p>
<p>(ii) da bo pravočasno obvestilo Kupca o zamudah in novih dobavnih pogojih za izdelke, v kakršnih koli obliki, pisni ali ustni.</p>	<p>(ii) to notify Purchaser, in due time by any means of communication, including verbal, of delays and new delivery terms for the Products.</p>
<p>6.2 Kupec se zavezuje:</p>	<p>6.2. Purchase undertakes:</p>
<p>(i) da bo podjetju Ingram v celotnem znesku in pravočasno plačal Kupnino za izdelke v skladu s pogoji, dogovorjenimi v teh Pogojih in v Naročilu;</p>	<p>(i) to pay to Ingram in full and on time the Purchase Price of the Products, according to the terms agreed within these Terms and within the Purchase Order;</p>
<p>da bo prevzel izdelke, ki jih bo podjetje Ingram dostavilo na lokacijo prevzema/dostave, in sicer v rokih, določenih v skladu z Naročilom, ter da bo podpisal potrdila o dostavi in prevzemu izdelkov;</p>	<p>(ii) to receive the Products delivered to the Pickup Location / Place of Delivery by Ingram and at the dates established according to the Purchase Order and to sign the Products delivery-receipt notes;</p>
<p>(ii) da bo distribuiral in/ali uporabljal programsko opremo, kupljeno od podjetja Ingram, v skladu s priloženimi licenčnimi pogoji;</p>	<p>(iii) to distribute and/or use the software Products purchased from Ingram, in accordance with the license terms provided with such Products;</p>
<p>(iii) da bo izpolnjeval vse druge obveznosti, ki so izrecno določene v Pogojih.</p>	<p>(iv) to comply with all other obligations expressly laid down in the Terms.</p>
<p>6.3. Kupec izjavlja in potrjuje, da je sprejel vse potrebne ukrepe/poslovne ukrepe in/ali pridobil potrebna dovoljenja ali soglasja za izvedbo in izpolnitev obveznosti, ki izhajajo iz teh Pogojev, in da noben pisni ali ustni dogovor, zaveza ali obveznost, sklenjena s tretjo osebo ali prevzeta pred sklenitvijo teh Pogojev, ne izključuje sprejetja in izvedbe teh Pogojev.</p>	<p>6.3. Purchaser represents and warrants that it has taken all necessary actions / corporate actions and/or obtained the necessary authorizations or approvals to conclude and fulfil the obligations arising from these Terms and that no written or verbal Terms, promise or obligation concluded with or assumed to a third party prior to the conclusion of these Terms precludes the conclusion and performance of these Terms.</p>
<p>6.4. Kupec izjavlja in zagotavlja, da trenutno ni v stanju insolventnosti ali v stečajni in da ni v nobenem tovrstnem postopku, ki bi lahko vplival nanj ali na izpolnjevanje njegovih obveznosti v skladu s temi Pogoji.</p>	<p>6.4. Purchaser represents and warrants that it is not in a state of insolvency or bankruptcy and that there are no proceedings associated with such situations that would affect it or that would affect the fulfilment of its obligations under these Terms.</p>

<p>6.5. Kupec izjavlja in zagotavlja, da bo zagotovil skladnost z vsemi veljavnimi zakoni in standardi poslovne etike ter poštenimi poslovnimi praksami in da bo zagotovil, da se bodo njegovi zakoniti predstavniki, zaposleni in sodelavci vzdržali vsakršnega ravnanja, ki bi lahko škodovalo ugledu ali interesom podjetja Ingram ali vplivalo nanje.</p>	<p>6.5. Purchaser represents and warrants that it shall ensure compliance with all applicable laws and standards of business ethics, honest business practices and shall ensure that its legal representatives, employees, collaborators shall not act and shall refrain from acting in any way which could harm or affect the reputation or interests of Ingram.</p>
<p>6.6. Kupec se zavezuje, da brez predhodnega pisnega soglasja podjetja Ingram (vključno s svojimi podružnicami) na noben način, v celoti ali delno, ne bo prenesel svojih pravic in/ali obveznosti, ki jih določajo ti Pogoji in katero koli veljavno Naročilo.</p>	<p>6.6. Purchase shall not assign / novate / transfer in any way, in whole or in part, its rights and/or obligations provided by these Terms and any applicable Purchase Order, without the prior written consent of Ingram (including to the Purchaser's affiliates).</p>
<p><b>7. OMEJITEV ODGOVORNOSTI</b></p>	<p><b>7. LIMITATION OF LIABILITY</b></p>
<p>7.1. Kupec se strinja, da če zaradi objektivnih razlogov (npr. če Prodajalec v celoti ali delno ne izpolni Naročila, ki ga je oddal/o podjetje Ingram/Kupec v zvezi z Izdelki v Naročilu (npr. naročilo v sistemu naročil proizvajalca/Prodajalca), embarga ipd.), podjetje Ingram ni zmožno dobaviti vseh Izdelkov ali nekaterih Izdelkov iz Naročila, podjetje Ingram Kupcu pošlje pisno obvestilo z navedbo razlogov za nezmožnost popolne ali delne dobave Izdelkov, nakar se Pogodbenici dogovorita o nadaljnjih postopkih glede Naročila: (a) Naročilo lahko ostane odprto, vendar se dobava začasno ustavi, dokler podjetje Ingram ne dobi potrebne zaloge Izdelkov, ki jih mora dobaviti Kupcu; (b) Naročilo je lahko delno izpolnjeno; (c) Naročilo se lahko preklic (podjetje Ingram v tem primeru ne nosi nobene odgovornosti in ni dolžno plačati odškodnine/sankcije/nadomestila, Kupec pa se zavezuje, da Naročila ne bo preklical).</p>	<p>7.1. The Purchaser agrees that if, due to objective reasons (e.g. the Vendor fails to fulfil, in whole or in part, the order placed by Ingram / Purchaser regarding the Products in a Purchase Order (e.g. the order in the order system of the manufacturer / Vendor), embargo, etc.), Ingram is unable to deliver all or part of the Products related to such Purchase Order, Ingram shall send a written notice to Purchaser, informing it of the reason for not being able to fully or partially deliver the Products, following that the Parties negotiate in this respect in good faith if the Purchase Order: (a) remains validly placed, but the delivery is suspended until Ingram has the necessary stock of Products to be delivered to Purchaser; (b) may be partly fulfilled; (c) may be cancelled (Ingram shall not be held liable, including to pay damages / penalties / indemnification of any kind, and Purchaser undertakes that it shall not terminate the Purchase Order).</p>
<p>7.2. V nobenem od primerov, opisanih v poglavju 8.1 zgoraj in ne glede na to, za katero opcijo se Kupec odloči, ni upravičen do povračila škode ali kakršne koli odškodnine ali pogodbene sankcije s strani podjetja Ingram.</p>	<p>7.2. In any of the cases and regardless of Purchaser's remedy, Purchaser shall not be entitled to any damages or any indemnification or penalties from Ingram in any of the situations described within section 8.1 above.</p>
<p>7.3. Podjetje Ingram ne odgovarja za kakršno koli škodo ali poškodbo, ki jo utrpijo Kupec in/ali tretje osebe, ki je posledica prevoza, ravnanja, skladiščenja, vgradnje ali uporabe Izdelkov in ki je nastala po datumu njihove dobave Kupcu.</p>	<p>7.3. Ingram shall not be liable for any damage, prejudice or injury suffered by Purchaser and/or third parties, including those as a result of the transportation, handling, storage, installation or use of the Products, after the date of their delivery to Purchaser.</p>
<p>7.4. Podjetje Ingram nosi izključno odgovornost za škodo, ki jo povzroči/jo Izdelki/neizpolnjevanje Pogojev zaradi njegove hude malomarnosti, pri čemer pa to ne posega v ostala določila teh Pogojev. V vsakem primeru je odgovornost podjetja Ingram v zvezi z Naročilom omejena na dejansko materialno škodo, ki jo je utrpel Kupec, vendar ta ne more presežati zneska, ki ga je Kupec plačal za te Izdelke; podjetje Ingram v nobenem primeru ne odgovarja za nobeno posredno škodo, izpad dobička, izgubo strank/priložnosti ali nematerialno škodo, ki bi jo utrpel Kupec ali tretja oseba (npr. oseba, ki je Izdelke kupila od Kupca). Odgovornost podjetja Ingram v nobenem primeru ne sme presežati zneska, ki ga je Kupec plačal podjetju Ingram za Izdelek, ki je predmet zahtevka za povrnitev škode.</p>	<p>7.4. For the avoidance of any doubt, but without prejudice to other provisions of these Terms, Ingram shall be exclusively liable for the damage caused by the Products / non-performance of the Terms as a result of its exclusive gross negligence. In any case, Ingram's liability regarding a Purchase Order shall be limited to the actual material damage suffered by Purchaser, but not more than the amount paid by Purchaser regarding such Products; Ingram shall under no circumstances be required to cover any indirect loss, unearned profit, loss of customers / opportunities or non-pecuniary damage that Purchaser or a third party (e.g. subsequent purchaser) claims to have suffered. In no event shall Ingram's liability exceed the amount paid to Ingram by Purchaser for that Product which is the subject of the claim.</p>
<p><b>8. VIŠJA SILA IN NEPREDVIDLJIVI DOGODKI</b></p>	<p><b>8 FORCE MAJEURE AND FORTUITOUS EVENT</b></p>
<p>8.1. Z izjemo Kupčeve obveznosti plačila nobena od Pogodbenic ne odgovarja za kakršne koli zamude ali neizpolnitev katere koli obveznosti v skladu s temi Pogoji, ki so neposredna posledica pandemije, stavke, nezadostnih količin, odpovedi dobaviteljev, nemirov, vstaj, požarov, poplav, neviht, potresov, vojne, vladnih ukrepov, omejitev s strani vladnih ali drugih pristojnih organov, zakonskih ali regulatornih obveznosti, pogojev dela, motenj pri delovanju interneta, dejanj ali opustitev dejanj druge Pogodbenice ali drugih vzrokov, na katere Pogodbenica ne more vplivati, pod pogojem, da si prizadeva za nadaljevanje izvajanja teh Pogojev, če je nadaljevanje izvajanja teh Pogojev poslovno smiselno.</p>	<p>8.1. Except for Purchaser's payment obligations, neither Party shall be liable for any delays or failure of performance of any obligations hereunder which is proximately caused by any pandemic, strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, war, governmental action, restrictions by governmental or other competent authority, statutory or regulatory obligation, labour conditions, disruptions caused as a result of the Internet, acts or omissions of the other Party or other causes beyond its reasonable control, provided that diligent continuing efforts are made to resume performance hereunder if such resumption is a commercially reasonable option.</p>
<p><b>9. IZREDNE OKOLIŠČINE</b></p>	<p><b>9 HARDSHIP</b></p>

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| <p>10.1. Kupec prevzema tveganje v zvezi s pojavom izrednih okoliščin, ki niso odvisne od njegove volje in zaradi katerih bi bila njegova obveznost izpolnjevanja prevzetih pogodbenih obveznosti izrazito nepravilna, pri čemer se strinja, da bo te obveznosti izpolnil ne glede na izredne spremembe okoliščin, ki so bile podlaga za sprejetje teh Pogojev. S prevzemom tovrstnih tveganj se Kupec zaveda in strinja, da v primeru nastanka izrednih okoliščin, kakršne so opisane zgoraj, nima pravice zahtevati prilagoditve teh Pogojev pred sodiščem.</p> | <p>10.1. Purchaser assumes the risk regarding the occurrence of exceptional circumstances, independent of its volition and which would make manifestly unfair its obligation to perform the contractual obligations assumed, agreeing to fulfil them independently of such exceptional changes of circumstances that were the basis for accepting these Terms. By assuming such risks, Purchaser understands and accepts that it shall not be able to request the court to adapt these Terms in case of exceptional circumstances such as those described above.</p> |
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**10. VELJAVNO PRAVO IN PRISTOJNOST ZA REŠEVANJE SPOROV**

- 10.1 Te Pogoje ureja slovenska zakonodaja.
- 10.2 Morebitne spore med Pogodbenicama v zvezi s sklenitvijo, razlago, izvajanjem ali veljavnostjo teh Pogojev bosta Pogodbenici reševali sporazumno. Če to ni mogoče, je za reševanje sporov pristojno sodišče v Ljubljani.

**10 GOVERNING LAW AND JURISDICTION**

- 10.1. These Terms shall be governed by the Slovenian laws.
- 10.2. Any dispute arisen between the Parties in connection with the conclusion, interpretation, performance or validity of these Terms shall be settled amicably by the Parties or, failing which, shall be referred for settlement to the competent courts in Ljubljana.

**11. ZAUPNOST IN OSEBNI PODATKI**

- 11.1. "Zaupne informacije" so vse informacije, ne glede na format, v katerem so posredovane, ki se nanašajo na pretekle, sedanje ali prihodnje raziskave, razvoj ali poslovne načrte, dejavnosti ali sisteme Pogodbenice, ki jih je razkrila (ali druge pogodbenice, katere informacije so v lasti Pogodbenice, ki jih je razkrila na podlagi obveznosti varovanja zaupnosti), kar med drugim vključuje te Pogoje, vključno z njihovo vsebino ter pogoji, študijami ali poročili, programsko opremo, memorandumami, osnutki in vsemi drugimi informacijami v materialni ali nematerialni obliki, ki bi jih Pogodbenica prejemnica glede na okoliščine razkritja morala obravnavati kot zaupne. Pogodbenica, ki je prejela zaupne informacije, jih je dolžna varovati kot zaupne in jih zaščititi pred razkritjem vsaj z enako stopnjo skrbnosti, kot jo zagotavlja svojim zaupnim informacijam, vsekakor pa z razumno mero skrbnosti. Zaupne informacije ne bodo razkrile nobeni tretji osebi, z izjemo: (a) zaposlenih pri Pogodbenici prejemnici in njenih povezanih družbah, ki morajo biti seznanjeni s temi informacijami; (b) izvajalcev ali svetovalcev Pogodbenice prejemnice, če morajo biti ti zaposleni, izvajalci ali svetovalci s temi informacijami seznanjeni, če so bili obveščeni o obveznostih Pogodbenice prejemnice iz tega poglavja, in če so se z njimi predhodno pisno strinjali; in (c) če je razkritje potrebno v skladu z zakonom, vključno z razkritjem katerikoli vladni službi. Pogodbenica prejemnica ni zavezana k varovanju informacij, prejetih na podlagi teh Pogojev, ki: (i) so bili Pogodbenici prejemnici v času razkritja že znani; (ii) so javni ali postanejo znani javnosti brez kakršnega koli krivdnega dejanja Pogodbenice prejemnice; (iii) jih je prejela od tretje osebe brez podobnih omejitev in brez kršitve teh Pogojev; ali (iv) jih je samostojno ustvarila Pogodbenica prejemnica.

**11 CONFIDENTIALITY AND PERSONAL DATA**

- 11.1. "Confidential Information" means all information, regardless of the form in which it is transmitted, relating to the disclosing Party's (or another party whose information the disclosing Party has in its possession under obligations of confidentiality) past, present or future research, development or business plans, operations or systems, including without limitation, these Terms including its subject matter and terms and conditions, studies or reports, software, memoranda, drafts and any other information, in either tangible or intangible form that under the circumstances surrounding the disclosure, the receiving Party reasonably should recognize as being confidential. Confidential Information must be kept confidential by the receiving party and will be protected by the receiving party from disclosure with at least the same degree of care as that which is accorded to its own confidential information, but in no event with less than reasonable care. Confidential Information will not be disclosed to anyone except: (a) to employees of the receiving party and its affiliated companies who have a need to know; (b) contractors or consultants of the receiving party, provided that those employees, contractors or consultants have a need to know, have been informed of receiving party's obligations as stated in this section, and have agreed in writing to them; and (c) where disclosure is lawfully required, including to any government agency. The receiving party is not obligated to protect information received under these Terms which: (i) is already known to the receiving party at the time of its disclosure; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) is received from a third party without similar restrictions and without breach of these Terms; or (iv) is independently developed by the receiving party.

- 11.2. Kupec in podjetje Ingram morata pri zbiranju, obdelavi, zapisovanju, shranjevanju, registraciji, razkrivanju, prenosu in uporabi osebnih podatkov ter vodenju evidenc v celoti upoštevati veljavne predpise o varstvu podatkov, vključno s Splošno uredbo o varstvu podatkov: Uredba (EU) 2016/679 z dne 27. aprila 2016 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter veljavni izvedbeni akti (GDPR). Če katera koli od Pogodbenic od druge Pogodbenice prejme osebne podatke o zaposlenih, strankah ali drugih tretjih osebah druge Pogodbenice, mora Pogodbenica prejemnica te podatke varovati v skladu z veljavno zakonodajo in jih ne sme v nobenem primeru razkriti tretjim osebam, razen če tako določa zakon.

- 11.2. In collecting, processing, recording, storing, registering, disclosing, transferring and using personal data and in maintaining records, Purchaser and Ingram shall comply fully with the applicable data protection regulations, including the General Data Protection Regulation, in full: Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the applicable implementation acts (GDPR). If either party receives from the other party personal data about the other party's personnel, customers or other third parties, the receiving party shall protect such data in compliance with applicable laws, and not disclose such data to third parties for any purpose except when mandated by a law.

- 11.3. V okviru izvajanja teh Pogojev bo podjetje Ingram obdelovalo osebne podatke, ki lahko vključujejo kontaktne podatke pri Kupcu ali podatke njegovih strank, kot so ime, naslov, e-poštni naslov ali telefonska številka. Te podatke je lahko podjetju Ingram razkril Kupec ali pa jih je pridobil sam. Če podjetje Ingram obdeluje osebne podatke po

- 11.3. In the context of performance of these Terms Ingram will process personal data which may include data of the contacts at the Purchaser's or data of customers of the Purchaser, such as name, address, email address or telephone number. These data may have been disclosed to Ingram by the Purchaser or obtained by Ingram itself.

<p>navodilih Kupca, pri čemer nima nadzora nad takšno obdelavo, se šteje, da je podjetje Ingram obdelovalec podatkov v smislu GDPR. V takem primeru morata Pogodbenici podpisati pogodbo o obdelavi podatkov. Če podjetje Ingram obdeluje osebne podatke in ima nadzor nad namenom obdelave, se šteje, da je podjetje Ingram upravljavec v smislu GDPR v zvezi s temi postopki obdelave.</p>	<p>If Ingram processes personal data on the instructions of the Purchaser without any control of that processing, Ingram will be deemed to be a processor within the meaning of the GDPR. In such event, the Parties will sign Data processing agreement. To the extent that Ingram processes Personal Data and has control of the purpose of the processing, Ingram will be deemed to be the controller within the meaning of the GDPR in respect of that processing operations.</p>
<p>11.4. Kupec potrjuje, da je prebral in da razume Izjavo o zasebnosti podjetja IM, ki je na voljo na spletni strani <a href="https://corp.ingrammicro.com/privacy-statement.aspx">https://corp.ingrammicro.com/privacy-statement.aspx</a>, in se zavezuje, da bo vselej vzdržal vseh ravnanj, ki bi predstavljala kršitev Izjave o zasebnosti.</p>	<p>11.4. Purchaser acknowledges that it has read and understood IM's Privacy Statement available at <a href="https://corp.ingrammicro.com/privacy-statement.aspx">https://corp.ingrammicro.com/privacy-statement.aspx</a> and agrees at all times not to do anything that would be a breach of the Privacy Statement.</p>
<p>11.5. Pogodbenici se zavezujeta k varovanju zaupnosti osebnih podatkov in k sprejemanju ukrepov, ki so potrebni za varovanje zaupnosti osebnih podatkov. Kupec mora v roku 24 ur obvestiti podjetje Ingram, če odkrije kakršen koli incident v zvezi z varnostjo ali zasebnostjo podatkov, v katerega je vpleteno podjetje Ingram. Pred prijavo takšnega incidenta pristojnemu organu in/ali obveščanjem posameznikov, na katere se nanašajo osebni podatki, se mora Kupec posvetovati s podjetjem Ingram.</p>	<p>11.5. The Parties will keep the personal data confidential and will take such measures as may be necessary to safeguard the confidentiality of the personal data. Purchaser will notify Ingram within 24 hours if it discovers any security incident or data privacy incident in which Ingram is involved. Prior to reporting any such incident to the competent authority and/or notifying the data subjects, the Purchaser will consult with Ingram.</p>
<p>11.6. Kupec lahko vsa vprašanja ali pripombe v zvezi z obdelavo osebnih podatkov pošlje na naslov <a href="mailto:privacy@ingrammicro.com">privacy@ingrammicro.com</a>.</p>	<p>11.6. The Purchaser can submit any questions or comments as to the processing of personal data to <a href="mailto:privacy@ingrammicro.com">privacy@ingrammicro.com</a>.</p>
<p><b>12 SKLADNOST Z IZVOZNO ZAKONODAJO</b></p>	<p><b>13 COMPLIANCE WITH EXPORT LAWS</b></p>
<p>12.1 Kupec se je seznanjen z dejstvom, da lahko Ministrstvo za trgovino Združenih držav Amerike ("ZDA") ali organi Evropske unije ("EU"), Združenega kraljestva ("VB") ali Nizozemske izvajajo kontrole nad izvozom izdelkov in da so za to morda potrebna dovoljenja pred izvozom iz Slovenije ali ponovnim izvozom ali prevozom, ter bo o tem obvestil svojo stranko.</p>	<p>12.1. Purchaser acknowledges and shall advise its customer that the Products may be controlled for export by the United States ("US") Department of Commerce or by the European Union ("EU") or by the United Kingdom ("UK") or by the Netherlands authorities and that the Products may require authorization prior to export from Slovenia or re-export or transfer.</p>
<p>12.2. Kupec se zavezuje, da ne bo izvažal, ponovno izvažal ali kako drugače distribuiral izdelkov ali izdelkov, ki izhajajo neposredno iz njih, v neskladju z zakoni ali predpisi ZDA, EU, Nizozemske in Združenega kraljestva ali Slovenije, ki urejajo nadzor nad izvozom.</p>	<p>12.2. Purchaser agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the US, the EU, the Netherlands, and the UK or Slovenia</p>
<p>12.3 Kupec poleg tega v zvezi z izdelki zagotavlja, da:</p>	<p>12.3. Purchaser further warrants that the Products:</p>
<p>(i) ne bodo uporabljeni za končno vojaško uporabo, kot je določeno v členu 4(2) Uredbe EU 428/2009;</p> <p>(ii) se ne bodo uporabljali za motenje, prestrežanje ali spremljanje telekomunikacijskih omrežij ali omrežnih komunikacij internetnega protokola, ki bi lahko prispevali k zlorabam človekovih pravic ali jih omogočili, ali za sisteme, opremo in komponente za izvajanje "kriptoanalitičnih funkcij", katerih namen je onemogočiti, oslabiti ali zaobiti "informacijsko varnost";</p> <p>(iii) se ne bodo uporabljali za nobeno dejavnost, povezano z jedrskimi eksplozivnimi sredstvi ali nezavarovanim jedrskim gorivnim ciklom; se ne bodo uporabljali za razvoj, proizvodnjo, ravnanje z, delovanje, vzdrževanje, skladiščenje, odkrivanje, prepoznavanje ali razširjanje kemičnega, biološkega ali jedrskega orožja ali drugih jedrskih eksplozivnih naprav ali za razvoj, proizvodnjo, vzdrževanje ali skladiščenje raket, ki lahko izstrelijo tako orožje, niti se ne bodo preprodajali, če je znano ali če obstaja sum, da so predvideni za takšen namen ali da bi se lahko uporabili v takšen namen; in</p> <p>(iv) se ne bodo ponovno izvažali ali kako drugače preprodajali ali prevažali v države, za katere velja embargo ZN, EU, OVSE ali ZDA, če bi s tem kršili pogoje tega embarga, ali prodajali podjetjem ali posameznikom na seznamu oseb, za katere velja prepoved, ki ga je objavilo Ministrstvo za trgovino ZDA.</p> <p>(v) Kupec zagotavlja, da ne bo izvažal ali ponovno izvažal nobenih izdelkov, za katere ve, da bodo uporabljeni pri načrtovanju, razvoju, proizvodnji ali uporabi kemičnega, biološkega, jedrskega ali balističnega orožja ali v objektu, ki se izvaja takšne dejavnosti, razen</p>	<p>(i) will not be used for military end use as defined in Article 4 sub 2 of EU Regulation 428/2009;</p> <p>(ii) will not be used for purposes of disruption, interception or monitoring of telecommunication networks or Internet Protocol network communications that could assist in or enable human rights abuses, or systems, equipment and components to perform 'cryptanalytic functions' in order to defeat, weaken or bypass "information security";</p> <p>(iii) will not be used in any nuclear explosive activity or any unsafeguarded nuclear fuel-cycle activity; will not be used in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons, nor will they be resold if we know or suspect that they are intended or likely to be used for such a purpose; and</p> <p>(iv) will not be re-exported or otherwise re-sold or transferred to a destination subject to a UN, EU, OSCE, or US embargo where that act would be in breach of the terms of that embargo or sold to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.</p> <p>(v) Purchaser certifies that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic</p>



<p>če je Kupec pridobil predhodno odobritev Ministrstva za trgovino ZDA.</p>	<p>weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the US Department of Commerce.</p>
<p>12.4. Kupec se zavezuje, da ne bo neposredno ali posredno sodeloval pri nadaljnji prodaji, izvozu, ponovnem izvozu ali prevozu takšnih predmetov brez potrebnega izvoznega dovoljenja ali drugega dovoljenja v skladu s predpisi EAR in/ali OFAC, in sicer za:</p>	<p>12.4. Purchaser certifies that it will not engage in the resale, export, reexport or transfer of such items, directly or indirectly, without the required export license or other approval under the EAR and/or OFAC regulations, to:</p>
<p>(i) katero koli stranko, ki je (1) vojaški končni uporabnik ali (2) bo izdelek uporabila za vojaško končno uporabo, če je izdelek opisan v Prilogi št. 2 k delu 744 EAR, ali</p> <p>(ii) katero koli stranko, ki je (1) vojaški končni uporabnik ali (2) bo izdelek uporabljala za vojaško končno uporabo na Kitajskem, v Rusiji ali Venezueli, če gre za mikroprocesor ter pripadajočo programsko opremo in tehnologijo, kot je opisano v razdelku 744.17 EAR, ali</p> <p>(iii) katero koli stranko, ki je (1) vojaški končni uporabnik ali (2) bo izdelek uporabila za vojaško končno uporabo na Kitajskem, v Rusiji ali Venezueli, če gre za izdelek, opisan v razdelku 744.21 EAR, ali</p> <p>(iv) katero koli stranko, ki je "vladni končni uporabnik občutljive narave", če je izdelek opisan v razdelku 740.17(b)(2) EAR.</p>	<p>(i) Any party who is (1) a military end-user or (2) will use the product for a military end-use, if the product is described in Supplement No. 2 to Part 744 of the EAR, or</p> <p>(ii) Any party who is (1) a military end user or (2) will use the product for a military end-use located in China, Russia or Venezuela, if the product is a Microprocessor and associated Software and Technology as described in Section 744.17 of the EAR, or</p> <p>(iii) Any party who is (1) a military end-user or (2) will use the product for a military end-use located in China, Russia or Venezuela, if the product is described in Section 744.21 of the EAR, or</p> <p>(iv) Any party who is a "more sensitive government end-user" if the product is described in Section 740.17(b)(2) of the EAR.</p>
<p><b>13. SKLADNOST S PREDPISI IN PREPREČEVANJE KORUPCIJE</b></p>	<p><b>13. LEGAL COMPLIANCE AND ANTI – CORRUPTION</b></p>
<p>13.1 Kodeks ravnanja podjetja Ingram ureja ravnanje njegovih zaposlenih in med drugim vključuje prepoved sprejemanja oziroma nagovarjanja strank k prejemanju daril, nagrad, pogostitev in drugih uslug, razen če so izpolnjeni določeni pogoji. Kupec se zavezuje, da bo pri poslovanju s podjetjem Ingram upošteval to politiko. Izvod kodeksa ravnanja podjetja Ingram je na voljo na spletni strani <a href="http://www.ingrammicro.com">www.ingrammicro.com</a> ali na zahtevo.</p>	<p>13.1. Ingram's Code of Conduct governs the conduct by Ingram's employees and includes inter alia a prohibition on receipt and solicitation of gifts, gratuities, entertainment and other courtesies to and from customers unless certain conditions are met. Purchaser agrees to observe this policy when conducting business with Ingram. A copy of Ingram's Code of Conduct is available on <a href="http://www.ingrammicro.com">www.ingrammicro.com</a> or upon request.</p>
<p>13.2. Kupec se zavezuje, da bo spoštoval vse zakone in predpise, ki se nanašajo na izpolnjevanje njegovih obveznosti v skladu s temi Pogoji. Kupec se zavezuje, da bo spoštoval veljavno zakonodajo na področju preprečevanja podkupovanja in korupcije, ki velja v državah, v katerih Kupec posluje, vključno z ameriškim zakonom o tujih koruptivnih praksah. Kupec ne sme izvesti nobenega neposrednega ali posrednega plačila, ponuditi plačila ali izdati pooblastila za plačilo kakršne koli denarne vstote, darila, zaveze k plačilu, ali pooblastila za izročitev kakršnega koli vrednostnega predmeta kateremu koli državnemu uradniku ali politiku ali ožji družini takega uradnika ali politika z namenom vplivanja na dejanja ali odločitve vlade ali zadevnega posameznika, da bi neposredno ali posredno pomagal Kupcu ali podjetju Ingram pri pridobivanju ali ohranjanju poslov ali pri zagotavljanju neupravičene prednosti.</p>	<p>13.2. Purchaser agree to abide by all laws and regulations applicable to the performance of its respective obligations under these Terms. Purchaser agrees to comply with the applicable anti-bribery and corrupt practices legislation applicable in the jurisdictions Purchaser conducts its business including U.S. Foreign Corrupt Practices Act. Purchaser shall not make any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official or politician, or the immediate family of any such official or politician, for the purpose of influencing acts or decisions of the government or such individual in order to assist, directly or indirectly, Purchaser or Ingram in obtaining or retaining business, or securing an improper advantage.</p>
<p>13.4 Kupec se zavezuje, da bo podjetju Ingram povrnil škodo in ga odvezal odgovornosti, stroškov ali škode, ki bi nastali zaradi Kupčevega neupoštevanja teh Pogojev ter veljavnih zakonov in predpisov.</p>	<p>13.3. Purchaser agrees to indemnify and hold Ingram harmless from and against any and all liability, costs or damages arising from Purchaser's non-compliance with these Terms and or applicable laws and regulations.</p>
<p><b>14. DRUGA DOLOČILA</b></p>	<p><b>14 MISCELLANEOUS</b></p>
<p>14.1 Kupec se zaveda in strinja, da so Izdelki in Storitve, ki jih zagotavlja podjetje Ingram, namenjeni izključno za nadaljnjo prodajo in ne za Kupčevo interno uporabo, pri čemer mora Kupec podjetju Ingram povrniti škodo za kakršno koli odškodninsko odgovornost, izgubo ali škodo (vključno s posrednimi ali posledičnimi izgubami), ki je nastala ali jo je podjetje Ingram utrpelo zaradi uporabe izdelkov s strani Kupca kot končnega uporabnika/stranke, vključno z odgovornostjo, ki jo podjetju Ingram naložijo Prodajalci Izdelkov.</p>	<p>14.1. Purchaser understands and agrees that Products and Services supplied by Ingram are intended for Purchaser's resale only and not for Purchaser's internal use and Purchaser shall indemnify Ingram against any liability, loss or damage (including indirect or consequential losses) incurred or suffered by Ingram as a result of Purchaser's use of the Products as end user/client including any liability imposed on Ingram by the Product Vendors.</p>
<p>14.2 Podjetje Ingram lahko dobavo izdelkov v celoti ali delno prenese na podizvajalca, ki je povezana družba ali tretja oseba.</p>	<p>14.2. Ingram may fully or partly subcontract the supply of the Products to an affiliated company or to a third party.</p>
<p>14.3 Če katera koli od Pogodbenc v katerem koli trenutku krši katero koli določilo teh Pogojev ali ne uveljavi katere koli pravice iz teh Pogojev,</p>	<p>14.3. Non-application by either Party in any moment of any provisions of these Terms or of any right granted herein or non-exercise of any right</p>

<p>se to ne šteje kot odpoved takim določilom, pravicam ali možnostim in ne vpliva na veljavnost teh Pogojev.</p>	<p>provided in these Terms shall not be deemed to be a waiver of such provisions, rights or options and shall not affect the validity of these Terms.</p>
<p>14.4. Podjetje Ingram ima pravico do sprememb teh Pogojev. Vse morebitne spremembe začnejo veljati ob njihovi najavi. Podjetje Ingram Kupcu posreduje spremenjene pogoje pred datumom začetka veljavnosti sprememb. Če Kupec ni bil obveščen o datumu začetka veljavnosti, začnejo vse spremembe veljati za Kupca takoj, ko je bil o njih obveščen ali ko je z njimi seznanjen.</p>	<p>14.4. Ingram will be authorized to make amendments to these Terms. Any such amendments will take effect at such time as is announced. Ingram will provide the amended Terms to the Purchase prior to the effective date of the amendments. If no effective date has been communicated, any amendments will take effect vis-à-vis the Purchase as soon as it has been notified, or it has become aware, of such amendments</p>
<p>14.5. Nobeno določilo teh Pogojev ne pomeni nastanka kakršne koli združbe, partnerstva, skupnega podjetja ali kakršnega koli razmerja med naročnikom in zastopnikom med Pogodbenicama Pogojev, pri čemer se razume, da sta pogodbenici teh Pogojev neodvisni stranki in da nobena od njiju ni pooblaščen, da bi kakor koli zavezovala drugo Pogodbenico ali predstavnik druge Pogodbenice, ter da bi tretjim osebam dajala zagotovila, da ima takšno pooblastilo.</p>	<p>14.5. No provision of these Terms shall create any association, partnership, joint venture or any principal and agent relationship between the Parties to the Terms, being understood that the Parties to these Terms are – with regard to each of them – independent parties and none of them has the authority to bind the other Party or the representatives of the other Party in any way and shall not declare to any third party that it has such authority.</p>
<p>14.6. Če se za katero koli od določil teh Pogojev izkaže, da je nezakonito, nično, neveljavno ali neuporabno po zakonodaji katere koli države, to ne vpliva na zakonitost, veljavnost ali uporabnost drugih določil teh Pogojev v tej državi, pri čemer se Pogodbenci strinjata, da bosta takšno nezakonito, nično, neveljavno ali neuporabno klavzulo nadomestili z zakonito, veljavno, uporabno in obojestransko dogovorjeno klavzulo, ki se mora čim bolj približati pomenu nezakonite, nične, neveljavne ali neuporabne klavzule, na način, da to ne vpliva na zakonitost, veljavnost in uporabnost celotnih Pogojev v kateri koli drugi državi.</p>	<p>14.6. If any provision of these Terms is held to be illegal, void, invalid or inapplicable under the laws of any jurisdiction, the legality, validity or applicability of the other provisions of these Terms in such jurisdiction shall not be affected thereby and the Parties agree to replace such an illegal, void, invalid or inapplicable clause with a legal, valid, applicable mutually agreed clause as close as possible to the meaning of the illegal, void, invalid or inapplicable clause so that the legality, validity and applicability of the entire Terms shall not be affected thereby in any other jurisdiction.</p>
<p>14.7. Kupec izjavlja, da je prebral Pogoje v celoti (vključno s prilogami), da je razumel vsebino in učinke Pogojev, da se strinja z določili Pogojev in nadalje izjavlja, da so skladni z njegovo voljo, pri čemer so ob sklenitvi Pogojev upoštevane vse Kupčeve pravice.</p>	<p>14.7. Purchaser declares that it has read the Terms in its entirety (including the appendices thereto), has understood the contents and consequences of the Terms, consents to the provisions of the Terms and further declares that it is consistent with its volition, all Purchaser's rights being observed upon the conclusion of the Terms.</p>
<p>Pogoje smo prebrali in v celoti razumeli. S pogoji se strinjamo in se zavezujemo, da jih bomo spoštovali.</p>	<p>We have read and fully understood the Terms. We agree to the terms and undertake to comply with the Terms.</p>