

rotoinox

GENERAL SALES CONDITIONS

Document: General Sales Conditions

Date: January 2023

GENERAL SALES CONDITIONS-ROTOINOX d.o.o.

1. Validity of the General Sales Conditions

- 1.1 These General Sales Conditions apply to all present and future business transactions between Rotoinox d.o.o. (hereinafter referred to as the Seller) and the customer of goods and services.
- 1.2 The General Sales Conditions (hereinafter referred to as the GSC) shall form an integral part of all transactions between the Seller and the Buyer (hereinafter referred to as the Parties) and shall be exclusively valid and applicable even if not expressly stated in the contract or the confirmed order. Amendments to the GSC shall only be valid if agreed in writing. In particular, but not exclusively, the Parties shall inform each other of changes of name, address, tax registration and other relevant matters relating to the nature of the transaction. The Parties are required to make agreements in writing.
- 1.3 The General Purchase Conditions are available to the Buyer on the Seller's website: www.rotoinox.com. Therefore, the Buyer shall be deemed to have been validly informed of the GSC even if the Seller does not enclose them at the time of delivery of the goods and execution of services. Any terms and conditions of the Buyer which are contrary to or supplement these GSC shall not apply and shall not form part of the contract or the confirmed order unless the Seller agrees in writing to their validity.

2. Scope

- 2.1 The offer shall contain: a description of the goods or services, the quantity and unit price, the total amount, the terms of payment, the delivery period and the method of delivery. The period of validity of the offer is indicated on the offer. An offer is deemed accepted when the Seller receives the Buyer's purchase order form before the expiry of the indicated deadline. By accepting the offer or sending the purchase order, the Buyer agrees to the GSC.

3. Validity of orders

- 3.1 The order is to contain:
 - the exact name, address and tax-relevant details of the Buyer (payer of the goods or services);
 - the correct address for delivery of the goods;
 - the correct address for sending the invoice and technical documentation;
 - payment terms (due date and method of payment);
 - the certificates required and other technical data (drawings, dxf, sketches with exact dimensions, etc.) needed by the Seller for the correct and smooth

preparation of the goods or performance of the service.

- 3.2 If any of the information is missing, the Parties shall be deemed to have agreed on the standard characteristics of the Seller's goods. If, after confirmation of the order, it is observed that the Buyer has provided incorrect or incomplete technical data for the preparation of the goods or the performance of the service, the Seller shall not be liable for any errors in the execution of the order resulting from incomplete technical documentation provided by the Buyer.
- 3.3 An order is valid when the Seller submits written confirmation to the Buyer. The Seller's obligation under the order arises when the Seller confirms the order and has all the necessary information regarding the order, and provided that the Buyer has settled all prior obligations to the Seller.
- 3.4 The Buyer cannot modify or cancel the order, except in the case of recorded transit changes under the offer. The Buyer shall notify the Seller of order cancellation in writing and pay the costs incurred.
- 3.5 The delivery period shall commence from the final confirmation of the drawing from the Buyer. The Buyer may revise the AS-Build correction 2 times; the rest shall be charged according to the Seller hourly rate.

4. Takeover of goods

- 4.1 The Buyer is obliged to carry out a quantitative and qualitative inspection of the goods upon the takeover. Upon the takeover of the goods, which shall be confirmed in writing by the Buyer or its transferee by stating the name of the transferee and signing the accompanying document, the risk of loss or damage to the goods shall pass to the Buyer. The Buyer shall identify itself by means of an identity document, the Buyer's purchase order and the No. of the means of transport when collecting the goods in person.
- 4.2 The quality and quantity of the goods are adequate if they meet the Seller's standard characteristics.

5. Suitability of the goods, packaging, wrapping

- 5.1 The Supplier is obliged to ensure that the goods delivered are properly packaged and labelled and that the contents have the agreed characteristics and quality. Any additional packaging requirements by the Buyer shall result in additional costs.

6. Delivery dates and deadlines

- 6.1 Confirmed dates and deadlines are binding. Receipt of the goods shall be at the premises of Rotoinox d.o.o. or at a location where the goods must be delivered in accordance with the purpose and date of delivery. The indicative delivery time is indicated on the order confirmation. In particular, goods in transit are subject to changes in delivery times. The Seller reserves the right to make partial deliveries.
- 6.2 In the event of force majeure, disruption of transport routes, breakdown of machinery and equipment or other exceptional occurrences, the Seller shall have the right to extend delivery times for the duration of the emergency situation.
- 6.3 The Seller shall use the transport services of several contractual partners for the delivery and reserve the right to choose the most appropriate service for the optimal delivery of the order. The Seller shall not be liable for any damage to the products or for delays in the carriage of the goods arranged by the Buyer.
- 6.4 In the case of an EXW order (own collection at RotoInox d.o.o.), the Buyer shall be obliged to collect the goods no later than 3 (three) working days after receipt of notification that the goods are ready for dispatch, otherwise the Buyer shall be liable to pay storage costs of 0.5% of the value of the goods in EUR/day of the delay. Costs under this clause are defined on a net basis. After the expiry of the 3-day period for taking over the goods, the Buyer shall bear all potential risks of loss, damage or depreciation of the goods and the Seller shall be entitled to issue an invoice after the expiry of the indicated period, at which time the transaction shall be deemed to be concluded and the warranty period shall commence.
- 6.5 Upon own takeover, the Buyer must provide a suitable means of transport according to the dimensions and other characteristics of the goods ordered, otherwise the Seller shall have the right to refuse loading of the goods and to organise delivery of the goods by a suitable means of transport to the Buyer's business address at the Buyer's expense and to invoice the Buyer for the incurred transport and handling costs. The Seller shall not be liable for any damage caused in connection with the Buyer's own loading and transport.
- 6.6 The delivery condition or the dispatch of the goods shall be governed by the provisions of the INCOTERMS 2020 - International Chamber of Commerce.

7. Warranty against material and latent defects

- 7.1 The Seller warrants that the goods delivered are free from defects and in accordance with the specification on the order and order confirmation. In the event of any deviation from the agreed quantity or quality, the Seller shall replace or repair the goods under complaint. Goods and services supplied must be carefully inspected immediately after delivery to the Buyer or to a third party designated by the Buyer.

- 7.1 The Buyer is obliged to complain about obvious defects of the goods immediately upon takeover of the goods or upon signing the document on takeover of the goods at the Seller's registered office, otherwise the Buyer shall forfeit the right to which it is entitled in this regard. Any notices received by the Seller later than 8 days after the date of delivery shall be disregarded. The Buyer shall immediately inform the Seller of any detected hidden defect; however, the Seller shall not be liable for defects which appear after 6 months from the date of delivery, unless a longer period has been agreed in the contract. In the defect notification, the Buyer is to describe the defect in more detail and invite the Seller to inspect the goods.
- 7.2 The repair of the goods under complaint may be carried out by the Seller or by the Buyer. The Buyer may only carry out the repair after the Seller's written consent. If the Buyer carries out the repair without the Seller's prior consent, the complaint shall be deemed to be unjustified.
- 7.3 The Seller shall not be liable for the unsuitability of the goods resulting from incorrect order by the Buyer (the Buyer did not indicate the specifics, the intended use, provided incomplete technical documentation, etc.). The Seller shall not be liable for any damage suffered by the Buyer as a result of improper or careless use, handling, storage or supervision of the goods delivered to him. The Parties agree that the Seller shall not be liable for damages resulting from the inability to use the material or its intended use, such as for example for production, delivery to a new customer, etc.

8. Price and payments

- 8.1 Payments are made in accordance with the decisions of Rotoinox d.o.o. The prices quoted on the offer shall apply to the individual sales transaction. The price of the goods does not include delivery costs, special packaging, etc. These costs shall be specified separately in the offer. Unless otherwise agreed in writing, these costs shall be borne by the Buyer. On the invoice, VAT and other compulsory taxes in Slovenia and abroad are shown separately, in the amounts applicable on the date of invoicing.
- 8.2 In the event of unforeseen additional works or in the event of repetition of a service or parts of a service resulting from the characteristics of the subject-matter of the service, an annex to the offer shall be drawn up setting out the costs of the unforeseen additional works or repetitions of services. The Buyer shall be informed of this and shall have to provide its signature to confirm the additional works.
- 8.3 By specifying the validity of the offer, the Seller confirms the duration of the validity of the prices for the goods. Goods offered from transit rather than from stock are subject to market price changes and also to changes in delivery times. In this case, the Seller reserves the right to modify the offer, provided that the Seller immediately informs the Buyer of any changes in this regard.

- 8.4 The Seller shall issue an invoice which shall be due for payment within the agreed payment period and shall be deemed to be settled when the Seller receives the funds in its transaction account. The Buyer shall make possible comments with regard to the invoice in writing within 5 days of receipt of the invoice. After this period, the invoice can no longer be contested.
- 8.5 The Seller reserves the right to charge statutory default interest for late payment. In the event of recovery, the Buyer shall bear all costs incurred in connection with the judicial and/or extrajudicial recovery of the debtor – mainly but not exclusively the costs of written and telephone reminders, enforcement officer, lawyers, courts, legal advice, interest for late payment, etc. The Seller reserves the right to charge a written reminder for late payment to the Buyer in the amount of EUR 20. In the event of a delay in payment of more than 60 days, the Seller shall have the right to change the agreed payment term and to suspend all deliveries of the goods to the Buyer until the Buyer has paid all overdue obligations and to charge interest on late payment.
- 8.6 The Buyer shall settle its obligations to the Seller independently of the payment of its own transactions related to goods and services to its own customers.
- 8.7 The Seller has the right to offset payments received against the Buyer's older outstanding obligations. Costs and interest incurred in addition to the principal shall be calculated so that the costs are paid first, then the interest and finally the principal.
- 8.8 The Seller shall have the right to set off undisputed and overdue claims against the Buyer. Offsets and other compensations in respect of any counterclaims by the Buyer must be agreed in writing in advance.

9. Liability for damages

- 9.1 Buyer's claims for compensation in lieu of rectification are excluded. Under no circumstances shall the Seller be liable for damages in the following cases: (1) third party claims against the Buyer, (2) damage to or destruction of the goods resulting from improper use, (3) special, incidental or consequential damages or economic consequences, including lost profits.

10. Withdrawal from the contract

- 10.1 In the event of any extension of performance of obligations beyond a period of 3 months, the Seller shall have the right to refuse to comply with the terms of the order or the contract and to claim reimbursement of the costs incurred during the performance of this order, and to claim payment of interest calculated at 3% (three) per annum on the amounts of the payments. Not all payments received from the Buyer shall be considered compensation.

10.2 If the Buyer withdraws from the contract more than 10 days after the date of order confirmation or during the technological manufacture of the equipment, the Seller shall immediately refuse to perform its contractual obligations. The Seller shall be entitled to claim reimbursement of all costs incurred up to 100% of the materials used, 100% of the energy and labour costs and 30% of the standard parts. All materials used shall remain the property of the Seller and not all payments received by the Seller shall be refunded.

11. Respect for confidentiality

11.1 The Parties shall keep all information relating to the performance of the transaction (whether in written, oral or other form, directly or indirectly) confidential, in accordance with applicable laws and best commercial practices. The Party receiving any confidential data or information, its employees or other related persons shall not use, disclose or transfer such data or information to any third party, company or entity unless it has the prior written consent of the other party.

11.2 The Seller shall be entitled to process and store the Buyer's data to the extent necessary for the implementation of the contracts and the performance of the transactions, for as long as it is obliged to do so by law.

12. Intellectual property rights

12.1 The goods delivered shall remain the property of the Seller until all obligations of the Buyer to the Seller (including interest for late payment, etc.) are paid in full. Until the Buyer's obligations towards the Seller are settled in full, the Buyer shall have the right to use the products for resale only if it provides the Seller with appropriate security (e.g. a bank guarantee) and information on the new buyer and the delivery location. The Buyer shall not be entitled to pledge, transfer for security or take any other measures which may jeopardise the Seller's title to the goods subject to retention of title.

12.2 In the event of resale, the buyer of the goods shall assign in advance all claims arising from the resale to RotoInox d.o.o. until final payment of the goods.

12.3 During the retention of title, the Buyer shall handle the products with all due care and shall have no right to alter or tamper with the products and packaging in any way. The Seller shall remain the owner until final payment even in the case of processing, working or merging of goods.

12.4 Plans, drawings and other technical documents, as well as sample catalogues, brochures, pictures, web information and similar documents, shall remain the intellectual property of RotoInox d.o.o. or its suppliers and shall be protected by the legal regulations regarding reproduction, counterfeiting and use for competitive purposes. The Buyer shall use the RotoInox d.o.o. solutions exclusively for the purpose agreed in advance. The use of solutions that go beyond the scope of the agreements

must be agreed in writing. The use of RotoInox d.o.o. solutions by affiliated and associated companies must be specifically agreed by contract.

13. Final Provisions

- 13.1 RotoInox d.o.o. shall be entitled to correct obvious typing and calculation errors on sales documents. The Buyer's rights and obligations towards the Seller may be transferred only with the Seller's written consent.
- 13.2 The Seller reserves the right to change the Conditions without prior notice. Any amendment or modification of these GSC shall be valid only in writing. In the event that one or more of the provisions of these GSC become invalid or unenforceable, the validity of the remaining provisions shall not be affected. In the event of a dispute as to the interpretation or implementation of these GSC or other individual agreements, the Slovenian version shall prevail.
- 13.3 All disagreements and disputes arising out of the business relationship shall be settled amicably between the Seller and the Buyer. If this is not possible, disputes shall be settled by the court of competent jurisdiction in the Seller's place of business.
- 13.4 Any disputes will be adjudicated in accordance with Slovenian law. All questions about the business relationship between the Parties.

These General Sales Conditions of Sale shall apply from: 1 January 2023 until revoked.