

**rotoinox**

# **GENERAL PURCHASE CONDITIONS**

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Document: General Purchase Conditions

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Date: January 2023

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## GENERAL PURCHASE CONDITIONS -ROTOINOX d.o.o.

### 1 Validity of the General Purchase Conditions

- 1.1 These General Purchase Conditions apply to all present and future business transactions between Rotoinox d.o.o. (hereinafter referred to as the Buyer) and the Seller of goods and services.
- 1.2 The General Purchase Conditions (hereinafter referred to as the "GPC") shall form an integral part of all transactions between the Buyer and the Seller (hereinafter referred to as the "Parties") and shall have exclusive force and effect, and shall apply even if not expressly stated in the purchase order or the contract. Amendments to the GPC shall only apply if agreed in writing. In particular, but not exclusively, the Parties must inform each other of changes of address, tax registration and other relevant matters related 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 Seller on the Buyer's website: [www.rotoinox.com](http://www.rotoinox.com). Therefore, the Seller shall be deemed to have been validly informed of the GPC which are to apply even if the Buyer does not enclose them at the time of purchase of the goods and services. Any terms and conditions of the Seller which are contrary to or supplement these GPC shall not apply and shall not form part of the order or the contract unless the Buyer agrees in writing to their validity.

### 2 Prices and payment terms

- 2.1 In its offers or pro forma invoice, the Seller shall take into account the prices set out in the price lists currently in force. All prices shall apply DAP Buyer unless otherwise stated on the offer. The latest version of the INCOTERMS clause shall be used in offers, order acknowledgements, invoices and in determining the passing of the risk.
- 2.2 A transaction for which the Buyer confirms an order shall be executed at the price as agreed at the time of the order.
- 2.3 If the payment for goods is made to the Supplier based on pro forma invoice, the Supplier shall deliver the goods within the agreed period of time specified in the purchase order. In the event of a breach, the Buyer shall be entitled to charge the penalty set out in Article 4.6 or the Supplier shall immediately return the payment to the Buyer.

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- 2.4 All duties, including taxes, customs, fees, etc., shall be borne by the Seller, unless otherwise agreed in the order confirmation.
  - 2.5 In the event of different payment terms set out in the order or in a contract between the Seller and the Buyer, the terms set out in the order shall apply.
  - 2.6 The invoice must be issued within the relevant tax period after the supply or after the service has been provided. The cost of VAT interest due to late invoicing shall be borne by the Supplier. The content of the invoice is determined by the Value Added Tax Act.
  - 2.7 The Customer shall not pay the invoice, the price of which differs from the agreed price; any such invoice is to be returned to the Supplier (rejection of the invoice in full), unless otherwise specifically agreed in writing. The Supplier shall invoice the Customer correctly. The invoice must be issued in accordance with the applicable tax legislation.
  - 2.8 Upon each supply, the Supplier shall indicate the Buyer's order or contract number on the delivery note at and on the invoice issued; moreover, the delivery note number is to be indicated on the invoice.
  - 2.9 Payment is deemed to have been made when the money is transferred to the Seller's account.
- 3 The Supplier shall issue to the Buyer a single invoice for the entire order.**
- 3.1 The Contractor's offer price shall include all costs for the service, preparatory and execution work, all ancillary works, costs for inspection and attestations, insurance costs for the works, occupational safety costs, crane costs, insurance of the products against damage until handover and all tests or trial run costs.
  - 3.2 The Parties shall determine the terms of delivery by means of a purchase order or contract or by written agreement, specifying the length of the payment period, the amount of the rebate, the amount of the super rebate on the invoice, the amount of the super rebate with credit, the amount of the discount and the payment period for enforcement and other discounts (for special exposure, etc.).
  - 3.3 Should the Supplier fail to deliver the exact quantity of goods ordered, it shall be obliged to deliver the goods to the Buyer at its own expense as soon as possible.

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- 3.4 The Buyer shall pay the Supplier a one-off payment for the entire order after 100% delivery of the goods has been made, either by transfer of payment to the Buyer's account or by offsetting. The Parties shall provide each other with information for the preparation of offsets and confirm the prepared offsets of undisputed liabilities. The Seller may assign claims against the Buyer to a third party only with the Buyer's consent.

## 4 Delivery of goods

- 4.1 The Buyer shall place orders with the Supplier in writing or electronically. The order must be specified by the desired commissions. The Supplier shall confirm the Buyer's order in the same form and communicate the date of delivery. In the event that the Seller does not confirm the order to the Buyer within three days, the order shall be deemed to have been fully accepted. In cases where the Seller does not have the goods ordered, the Seller shall, within one day, notify the Buyer of a new possible delivery date or, if possible, propose alternative goods. If the Buyer does not confirm the new deadline within one day, the Buyer shall be deemed to have withdrawn from the order.
- 4.2 Unless otherwise agreed, the Supplier shall deliver the goods to the Buyer at its own expense in accordance with the Buyer's Warehouse CPT Clause (latest INCOTERMS), unless otherwise specified in the order of the Buyer, which may also specify delivery to the Buyer's construction site. Upon the Parties agreement, the Supplier shall be obliged to make delivery directly to the Buyer's customer.
- 4.3 The Parties shall agree on the delivery period by means of a purchase order or contract as a number of working days from the date of order, which shall apply to all deliveries, except those for which they have expressly fixed a different delivery period. If the delivery period varies for different products, it shall be determined by means of a sales programme list.
- 4.4 The entire order shall be deemed to be in default until all products are delivered to the Buyer. If there are multiple deadlines on an order, meaningful links between them and the positions shall apply.

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- 4.5 If the Supplier discontinues or introduces new items, it shall be obliged to deliver the quantities, agreed upon by contract or order confirmation, irrespective of the removal of the product from the programme; moreover, it shall be obliged to inform the Buyer thereof.
- 4.6 If the Supplier unjustifiably extends the delivery period without notifying the Buyer, it shall be obliged to pay the Buyer a penalty of 5% of the order or contract price for each day the delivery period is exceeded, up to a maximum of 20% of the value of the order or contract. If the Buyer suffers damages in excess of the penalty (20%) as a result of an unjustified delay in the delivery date under this contract or the purchase order, the Buyer will also charge the Supplier the difference between the damages suffered and the penalty charged.
- 4.7 If the Supplier does not comply with the order or the contractual deadlines and does not start or continue deliveries even after having received a written request, the Buyer may: (a) demand performance of the order or contract and damages, (b) withdraw from the order or contract and award the supply to another supplier, and charge any difference in the price of the supply, plus overheads of 5%, to the former supplier and demand reimbursement of costs and damages, and charge the order or contract penalty and damages for each day of overrun, if the new supplier could not have delivered within the time limit specified in the order or contract. Furthermore, the Buyer shall charge the Supplier for any costs incurred as a result of delays or problems in technical acceptance resulting from defective documentation. Unless otherwise agreed, the Buyer must calculate the penalties itself on a monthly basis and invoice the Supplier. The Supplier shall not be obliged to accept penalty payments if it has been unable to deliver the goods due to force majeure and has notified the Buyer thereof promptly and before the expiry of the time limit for timely delivery.
- 4.8 For each delivery, the Supplier must provide the relevant delivery note with the order number. The Seller is obliged to deliver valid certificates and quality certificates for the goods delivered, within the valid delivery period. The Seller undertakes to carry out the entire manufacturing/supply process in accordance with the Environmental Protection System.

## 5 Suitability of the goods, packaging, wrapping

- 5.1 The Supplier is obliged to ensure that the goods supplied comply with the regulations and standards in force and that they are correctly labelled and have the agreed characteristics and quality. The Buyer shall reimburse the Buyer for the costs and penalties incurred by the Buyer as a result of non-compliance with these requirements. The Buyer may return the defective goods or request that the defects be rectified at the Supplier's expense. The Supplier must accept and resolve complaints from final customers relating to the Supplier's goods.
- 5.2 The packaging of the goods shall be determined by the Supplier and shall be suitably protected and packaged according to the type of goods, unless otherwise agreed by the Parties. A change in packaging shall be deemed to be a change to the sales programme list and shall be notified by the Supplier in a timely manner and in accordance with these Conditions.
- 5.3 The Seller is obliged to pack the goods properly, even if the packaging – palletising – is not arranged in such a way as to allow for handling by crane or forklift truck. The consignment must bear the appropriate Seller's and Buyer's marks, the order number, contact and other accompanying shipping documentation.
- 5.4 The Supplier must deliver the goods in transport packaging that complies with the standards applicable in Slovenia. The Buyer shall return the Europallets to the Supplier free of wear and tear; the Buyer shall not return plain pallets, unless otherwise agreed in the order.
- 5.5 If services are provided, the Supplier-Contractor must clean up after itself and remove its packaging from the Buyer's premises.

## 6 Liability

- 6.1.1 The Seller shall be liable for material and legal defects in the goods.
- 6.1.2 The Seller expressly warrants that it has carefully inspected the goods before delivery and that the goods delivered are free from all defects and conform exactly to the confirmed order. If the goods have any defect that is subsequently revealed, the Seller is deemed to have known about the defect, regardless of whether it is an obvious or hidden defect.

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## 7 Warranty

7.1 The Seller warrants to the Buyer that the goods supplied meet all quality requirements in use on the market or have the required level of reliability. The Seller guarantees the quality of the goods to the Buyer and warrants them for the same period as the Buyer warrants the finished product to the final buyer. The Seller is obliged to reimburse the Buyer for all costs incurred in repairing or replacing the contract goods or the order in use during the warranty period.

## 8 Final provisions

8.1 Rotinox d.o.o. reserves the right to change the Conditions without prior notice. Any amendment or modification of these GPC shall be valid only in writing. If one or more of the provisions of these GPC become invalid or unenforceable, the validity of the remaining provisions shall not be affected.

8.2 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 Buyer's place of business.

8.3 Any disputes will be adjudicated in accordance with Slovenian law. All questions concerning the business relationship between the Parties not specified in these GPC shall be governed according to the general rules of Slovenian civil law.

These General Purchase Conditions shall apply from: 1 January 2023 until revoked.