

GENERAL SALES CONDITIONS
of
PLEVNIK inženiring in proizvodnja d.o.o., Podsmreka 56, 1356 Dobrova, Slovenia

1. PURPOSE AND USE

- 1.1** On 01.03.2018, the Seller's managing director, Mr. Damijan Plevnik, adopted General Sales Conditions under which the Seller concludes contracts with buyers, in order to enable the company PLEVNIK inženiring in proizvodnja d.o.o., Podsmreka 56, 1356 Dobrova, Slovenia (hereinafter "Seller") as the seller in individual sales contracts with customer to speak with one voice. These General Sales Conditions apply exclusively when concluding sales contracts with buyers. Seller does not recognize any buyer's terms and conditions that contradict or deviate from these General Sales Conditions, unless the Seller explicitly confirms them in writing.
- 1.2** The adopted General Sales Conditions are available in full text on the Seller's web site at www.plevnik.si. In addition, all Seller's quotations, pro forma invoices and invoices sent to Customers also reference and refer to these General Sales Conditions. If the Seller and the buyer conclude a special sales contract, the General Sales Conditions shall constitute its integral part.
- 1.3** At the buyer's request, the representatives concluding sales contracts with buyers in the name of and on behalf of the Seller shall provide the buyer with a copy of the current General Sales Conditions.
- 1.4** Individual sales contracts cannot contain provisions contradicting the General Sales Conditions with the exception of a special written consent of the Seller's managing director.
- 1.5** All agreements between the Seller and the buyer shall be in writing (by mail, e-mail or fax).
- 1.6** These general sales terms apply for all future deals with buyers.

2. SUBJECT OF SALE, CONCLUSION OF CONTRACT AND DELIVERY TERMS

- 2.1** Provisions of these General Sales Conditions apply to buyer inquiries and orders, submitted to the Seller, and to goods delivery. The Seller reserves the right to amend the General Sales Conditions for buyer orders submitted to the Seller and prepared according to the buyer's special technical requirements. The Seller shall explicitly notify buyers of such amendments to the General Sales Conditions.
- 2.2** All products from the Seller's sales program are the subject of sale to which these General Sales Conditions apply. The Seller's sales program is available on the company's web site at www.plevnik.si, in submitted quotations and concluded contracts.
- 2.3** Goods characteristics are stipulated only in the Seller's product description. The Seller's public statements, recommendations or advertisements shall not constitute additional contractually valid statements regarding the product characteristics.
- 2.4** Each quotation related to the products from the Seller's sales program does not mean an offer as such, i.e. an offer that the buyer could accept, it is an invitation to submit an order. Buyer's order must be in writing and sent by mail, fax or e-mail to the Seller's address.
- 2.5** The contract between the Seller and the buyer is concluded once the Seller confirms the buyer's order in writing. The written order confirmation, which represents the Seller's final sales conditions under which the contract is concluded, is binding for the Seller and the buyer. The Seller has the right to decline the buyer's order at its sole discretion.

- 2.6** Should the Seller and the buyer conclude a separate sales contract, this contract is concluded when it is signed by both contracting parties.
- 2.7** In case of advance payment of the purchase price, the contract is deemed concluded when the Seller receives the agreed advance payment from the buyer's bank on his business account.
- 2.8** If the buyer does not explicitly request the delivery of all ordered goods when placing the order, the Seller may deliver only a part of the ordered goods to the buyer, which the buyer shall accept.
- 2.9** Fulfillment of all the buyer's due contractual obligations to the Seller is the prerequisite for the Seller's delivery of goods to the buyer. If the buyer fails to fulfill all the contractual obligations on time, the Seller reserves the right to extend the delivery period depending on his requirements and production cycle.
- 2.10** The previous paragraph notwithstanding, the Seller reserves the right not to deliver individual products, if they are out of stock. In this case, the Seller must inform the buyer in a reliable manner that a particular product is not in stock and also of the expected delivery period. Such notice is deemed to be a new offer, which can be accepted by any declaration of intent or action which makes it evident that the buyer accepts the new offer.
- 2.11** In cases stated in the previous item, the open order for the remaining ordered goods remains in effect. The buyer may also terminate the contract as regards the remaining ordered goods if the nature of these goods is such that they lose their practical value without the goods that cannot be delivered simultaneously.
- 2.12** The Seller delivers the goods to the buyer in standard packaging according to his norms. The Seller charges the buyer for the costs of packaging. Packaging is charged according to the current price list published on the web site at www.plevnik.si.
- 2.13** The buyer shall ensure that the goods delivered by the Seller is mounted by a person with appropriate professional education.
- 2.14** At the buyer's explicit request, the Seller shall provide the buyer with instructions regarding the mounting or use of the delivered goods.
- 2.15** Seller's delivery period, which begins on the day when all the conditions from the order confirmation are fulfilled, is stipulated in the quotation. The Seller shall not be liable for any delay in fulfilling its contractual obligations due to late or incorrect delivery by its suppliers, exceptional natural conditions (earthquake, flood, snowdrifts, avalanches, meteorites or other celestial bodies etc.), strikes (at the Seller's company, in other companies, public institutions etc.), exceptional social conditions (war, acts of terrorism, mass protests etc.), and other reasons and circumstances the Sellers couldn't prevent, remedy or avoid. In this case, the delivery period is extended for the period of such circumstances. The Seller shall notify the buyer of the reasons for the delay and of the extension of the delivery period as soon as possible.
- 2.16** If the Seller is responsible for the delay, the buyer shall give the Seller an additional period of at least 45 days for the fulfillment of his contractual obligations before terminating the contract. If the Seller fulfills his obligations within the additional period or with delay, the buyer is not entitled to a reimbursement of any damages due to delay.
- 2.17** The Seller shall hand over the goods to the buyer in accordance with the EXW clause of Incoterms 2010 at the Seller's warehouse, at Sinja Gorica 70A, 1360 Vrhnika, Slovenia. In accordance with a prior agreement or at its sole discretion, the Seller may deliver the goods to the buyer's address, whereby the costs, including the costs of packaging, are charged to the buyer, with the buyer being responsible for the transport.

3. DEMURRAGE

3.1 If the buyer fails pick up the goods, prepared for handover by the Seller or the Seller's authorized person, within the agreed period, the Seller stores the ordered goods at the buyer's costs (demurrage). Storage period starts from the agreed date of shipment. The Seller shall notify the buyer of the shipment date by e-mail or phone.

3.2 Demurrage is charged when:

- the buyer expressly requests storage;
- the buyer does not pick up the ordered goods or does not settle its liabilities within 10 days of the agreed date of shipment;
- the Seller organizes the delivery for the buyer, but the buyer does not settle its liabilities before the shipment of goods within 10 days (counting from the agreed date of shipment).

3.3 Storage of goods not picked up by the buyer on the agreed date is free of charge for the first 10 calendar days.

3.4 Demurrage is not charged if the Seller assumes the responsibility for the delivery, the buyer does not request storage and the buyer has no outstanding liabilities as regards the payment of the purchase price before the shipment of goods.

3.5 Demurrage is billed according to the following price list:

1–10 calendar day	11–90 calendar day	Maximum amount
Free	0.28% of the purchase price for ordered goods/day	25% of the purchase price for ordered goods

Warehousing costs include the storage space and handling costs.

3.6 Demurrage settlement and fulfillment of all the buyer's due contractual obligations to the Seller are the prerequisites for delivery of goods to the buyer.

4. PURCHASE PRICE

4.1 The price in the sales contract is stated in EUR. The prices are generally the Seller's prices for factory packaging, EXW (Ex Works) Seller's warehouse (Incoterms 2010). The prices are current on the day of the delivery of goods and conform with the submitted quotation and its conditions. Unless specified otherwise, the prices exclude VAT. The prices exclude the costs of special packaging, transport or postal fees. Any delivery to the buyer shall be the responsibility of the buyer and at his risk, and shall be charged at actual costs.

4.2 The prices from quotations and pro forma invoices given by the Seller to the buyer, or from subsequent Seller's confirmations of individual orders are final.

4.3 Unless the contracting parties agree otherwise, the Seller shall determine the prices for the buyer in specific contracts based on the current price list.

4.4 If the purchase price is not explicitly specified in the quotation, pro forma invoice or special sales contract, the Seller's list price effective on the contract conclusion date shall apply.

4.5 If the Seller's price list is changed while the sales contract is being concluded, the new prices apply to the buyer only after the Seller notifies the buyer in writing of the price list change.

5. PAYMENT METHOD AND PAYMENT PROTECTION INSURANCE

5.1 Payment shall be made in advance, unless the accepted quotation or a special contract between the Seller and the buyer stipulates differently.

- 5.2** The buyer shall settle the advance payment in the amount of 50% of the value of the ordered goods within the period specified in the quotation and the rest of the purchase price before the shipment of goods in the manner and under conditions from the quotation, unless the accepted quotation or a special contract between the Seller and the buyer stipulates differently.
- 5.3** The buyer undertakes to settle its financial obligations with the Seller in cash, with a payment order to the Seller's business account. Payment with compensation is not deemed a valid method of payment of obligations, unless the contracting parties explicitly agree to this or the buyer's counterclaims are recognized with a final judicial decision.
- 5.4** Due date is the day when the Seller receives the funds to his business account from the buyer's bank.
- 5.5** The buyer expressly agrees with assignment of all or a part of future claims of the Seller against him to third parties.
- 5.6** If a special due date is agreed, the Seller may require payment protection insurance by means of a blank bill of exchange with the power to redeem the bill of exchange and the bill of exchange statement, a bank guarantee or a documentary letter of credit.

6. WARRANTY

- 6.1** For some technical products, the Seller warrants that they will operate technically flawlessly and that he will rectify free of charge all defects that appear on these products within one (1) year of the day when the goods are available to the buyer for pickup, or replace the product, unless expressly agreed otherwise. If under explicit agreement the ordered goods are delivered to the buyer by the Seller, the Seller is held responsible for defects that appear on the goods within one (1) year of the day when the goods are delivered to the buyer.
- 6.2** The buyer shall report the defects to the Seller in writing with a complaint record immediately or within three (3) days of discovery of such defect. In the notification of the defect, the buyer shall define and precisely describe the defect, and shall enable the Seller to inspect the defective goods and make a statement regarding the alleged defects.
- 6.3** When exercising the Seller's liability under the warranty for flawless operation of products, the buyer shall deliver the goods to the Seller's headquarters at its own expense, and supply proof that the goods were mounted or set up by a person with appropriate professional education.
- 6.4** The buyer shall give the Seller two chances to repair the goods or remedy the reported defect. If this is not possible or the defect could not be successfully remedied, the buyer may require the Seller to replace the goods. A period of at least 45 days from defect notification is deemed a suitable period to remedy the defect or replace the goods. After the defect is remedied, the buyer shall pick up the remedied or replaced goods at the Seller's headquarters.
- 6.5** If the buyer reships the goods or begins to remedy the defect of his own accord (alone or with third party help) without enabling the Seller to inspect the goods and make a statement regarding the alleged defects, the Seller's liability under the warranty for flawless operation of products ceases.
- 6.6** The warranty includes the following:
- spare parts;
 - spare part delivery costs.
- 6.7** The warranty does not include the following:
- consumables related to goods;
 - work force costs, travel costs, service representative accommodation costs;
 - costs of disassembling and assembling the goods;
 - damage due to force majeure;

- parts added or reworked by an unauthorized person;
- damage due to improper use of goods;
- damage during transport or unloading of goods.

6.8 The warranty does not apply in the following situations:

- dealing with goods by an unauthorized person;
- if the goods were not used for the purposes for which they were made or purposes that go beyond normal use;
- if the Seller's instructions for use are not followed.

6.9 The Seller does not accept any other contractual liability toward the buyer, except direct liability under the warranty for flawless operation of products, for any damage case for which the Seller could be liable. These Seller's General Sales Conditions explicitly exclude any liability of the Seller, including any liability for damage incurred by the buyer with regards to defect reporting and correction with respect to guaranteeing and with respect to the delivered goods.

6.10 If it turns out that the goods were without defects and were operating flawlessly or that the Seller is not responsible for the defect, the buyer shall reimburse the Seller all incurred expenses. With respect to this, the contracting parties mutually agree to set the damages for this to 20% of the purchase price for the defective goods. If the Seller incurs damages greater than the contractually agreed compensation for damages, the Seller may claim damages from the buyer under the general rules of the law of obligations.

7. BUYER'S DELAYED PICKUP

7.1 If the buyer does not pick up the goods prepared for pickup by the Seller in the agreed period, the risk of accidental damage of goods passes to him. In case of delay, the buyer must pay demurrage to the Seller and reimburse him for all costs incurred due to delay.

8. BUYER'S DELAYED PAYMENT

8.1 In case of payment delay, the Seller is entitled to statutory default interest from the first day of the delay. The Seller sends the buyer who delays payment for more than five (5) days a written reminder. The Seller may charge a reminder fee in the amount of EUR 200.00.

8.2 If the buyer is more than 30 days in arrears, the Seller may terminate the contract, and the buyer shall pay the Seller a contractual penalty in the amount of the paid deposit or 30% of the goods purchase price, if the payment was not set to be in advance.

8.3 If the Seller terminates the contract due to buyer's delay with payment or other reasons on the buyer's side, the buyer acknowledges that these general terms and conditions are the basis for the set-off of the Seller's claim which is the result of the previous item of these general terms and conditions against the buyer's claim from the repayment of the advance payment.

8.4 If the buyer is in arrears for already delivered goods or has other outstanding liabilities to the Seller, the Seller may withhold further delivery of goods, including those from already concluded contracts, without any liability to the buyer.

8.5 If the delivered goods have defects reported by the buyer or the goods are damaged en route to the buyer, this does not defer the buyer's obligation to settle his liabilities toward the Seller. The fact that the Seller has not yet delivered the documentation regarding the goods to the buyer also does not postpone the buyer's obligation to pay the purchase price.

9. FORCE MAJEURE

- 9.1** The Seller is not liable for partial fulfillment or non-fulfillment of his obligations if this is the consequence of events that the Seller could not avoid, prevent or remedy (force majeure). Events such as fires, floods, earthquakes, revolts, wars or armed conflicts, terrorist attacks, epidemics, power outage, Internet outage, strikes or other interruptions of work due to management or other administrative constraints or injunctions such as embargo, confiscations, restrictions on financial operations, transport restrictions, lack of material on the global market, reductions of energy supply and other impediments that are independent of the Seller's will are deemed to be force majeure. Lack of material or services at the Seller's vendors or companies included by the Seller into performance of his contractual obligations, as well as their delays in goods or service delivery to the Seller are also deemed to be force majeure.
- 9.2** If the Seller's performance is precluded for reasons stated in the previous paragraph, the Seller shall immediately notify the buyer of this. In this case, the deadline for fulfillment is extended for the duration of the force majeure and its consequences. If force majeure persists for more than three (3) months, the buyer or the Seller may immediately terminate the contract without indemnity or other similar compensations.

10. LIMITATIONS OF LIABILITY

- 10.1** The Seller is not responsible for material defects on goods that appear after the goods were made available to the buyer for pickup. If under explicit agreement the ordered goods are delivered to the buyer by the Seller, the Seller is not held responsible for material defects on goods that appear after the goods were delivered to the buyer.
- 10.2** The Seller does not assume any liability for damage incurred by the buyer due to the Seller's delay in performance of his contractual obligations, especially due to wrong or inaccurate data, specifications, projects or other information provided by the buyer.
- 10.3** The Seller does not assume any liability for damage incurred by the buyer due to delays on the part of the Seller's vendors.
- 10.4** The Seller does not assume any liability for damage that did not arise directly on the goods, especially for lost profit, damage to buyer's other things, damage due to equipment failure, production standstill or other material or non-material damage.
- 10.5** In any case, the total and maximum liability of the Seller and affiliated persons, employees, managers and subcontractors is limited to the value of the goods that caused the loss event.

11. RETENTION OF TITLE

- 11.1** If the payment is not in advance, the Seller retains the title in the sold goods after an individual delivery of goods until the payer pays the entire purchase price for the delivered goods after an individual delivery of goods and fulfills all of his obligations under the sales contract. This also applies when the buyer processes, modifies or mounts the goods or changes its identity in some other manner.
- 11.2** The buyer may resell the goods delivered to him by the Seller as part of his normal operations with prolonged retention of title.
- 11.3** The buyer assigns to the Seller in advance all claims, acquired by the buyer from further sale (resale) of goods delivered to him by the Seller with a prolonged retention of title, in order to secure the Seller's claims acquired on the basis of the sales contract from unpaid purchase prices. The Seller accepts these claims in advance. Assignment for collateral purposes is effected under the termination condition that the buyer pays for the entire secured claim.

12. PROTECTION OF INDUSTRIAL PROPERTY RIGHTS

12.1 In accordance with regulations, the buyer shall respect all industrial property rights (patents, samples, models, trademarks etc.) of the Seller and his vendors, which the Seller holds, with respect to the delivered goods. The buyer shall not modify, process, rework or otherwise change the goods protected with industrial property rights without the Seller's consent nor remove or cover the labels on the goods bought by the Seller.

12.2 In case of resale, the buyer shall not cover the source of the goods or the Plevnik trademark.

12.3 The Seller reserves the proprietary right and copyright to images, drawings, calculations and other documentation and the buyer is forbidden from handing the documentation to third parties.

12.4 Technical test reports, certificates, declarations or supporting documentation specific to the ordered goods are payable in accordance with the Seller's price list. The buyer shall submit any requests for such documentation regarding an individual ordered article or part of the order to the Seller when submitting an inquiry or an order at the latest. If the buyer does not request such documentation when submitting an inquiry or order, the Seller does not have to deliver it.

13. CONFIDENTIALITY OF TRADE SECRETS

13.1 The buyer agrees to keep all information from the contractual documents and other information from the contractual relationship as a trade secret for at least five (5) years after the realization or termination of the contractual relationship.

13.2 Drafts, specifications, plans, manufacturing process, instructions, lists, letters, notes, contractual documents, prices, costs, know-how and experiences, business methods and all other confidential information and documents (in material or non-material form) as well as any other information stated to be or marked as confidential when disclosed to the buyer are deemed to be trade secrets.

14. CHANGES TO GENERAL SALES CONDITIONS

14.1 In accordance with his business decisions, the Seller reserves the right to change these General Sales Conditions.

14.2 The Seller shall publish all changes to General Sales Conditions on his web site at www.plevnik.si at least fifteen (15) days before they enter into effect. Notifications specified in the previous sentence are not a prerequisite for the validity of the changes to General Sales Conditions.

14.3 When assessing the rights and obligations of the contracting parties in an individual contractual relationship, the general conditions current at the time of conclusion of a sales contract shall apply.

15. COMMUNICATION, NOTIFICATIONS AND DATA PROTECTION

15.1 The Seller and the buyer shall communicate by mail, phone or e-mail. The Seller shall notify the buyer of operating conditions, offers, news, promotions, order status and other information related to the business relationship between the buyer and the Seller, the result of which is the acceptance of these general terms and conditions. By accepting the general terms and conditions, the buyer agrees that the Seller may use the abovementioned communication channels for notifications and to establish a personal contact.

16. CHOICE OF LAW

16.1 The laws of the Republic of Slovenia apply for all questions not governed by a special contract or these General Sales Conditions.

17. JURISDICTION OF THE COURT, VALIDITY OF THE PROVISIONS

- 17.1** The contracting parties shall resolve any disagreements arising from a contract concluded on the basis of these general terms and conditions by common consent. If the dispute cannot be resolved by common consent, the jurisdiction lies with the competent court in Ljubljana, Slovenia.
- 17.2** If for any reason some of the accepted sales conditions cannot be used or become invalid, the validity of the remaining conditions remains unchanged. In this case, the Seller and the buyer shall replace the null and void provision with a new, valid provision in a special agreement, in order to achieve the originally desired purpose.
- 17.3** In accordance with Article 32, paragraph 3, of Out-of-Court Resolution of Consumer Disputes Act, the Plevnik d.o.o. company hereby gives notice that it fails to recognize any provider of out-of-court consumer dispute resolutions as competent for the resolution of consumer disputes that a consumer might initiate in accordance with Out-of-Court Resolution of Consumer Disputes Act.

In Ljubljana, 01.03.2018