

## GENERAL SALES AND PAYMENT TERMS

### 1. VALIDITY OF THE TERMS:

- The following terms and conditions shall apply to each sale or supply of products or services of the Seller INO Brežice d.o.o. (hereinafter referred to as the Seller).
- Deviations from these terms and conditions shall only be valid if confirmed in writing by the Seller.
- Agreed deviations from individual points of the General Sales and Payment Terms shall not affect the validity of the remaining provisions.
- It is assumed that the Buyer has accepted the General Sales and Payment Terms, which are publicly accessible on the Seller's website, by placing the order. Any other agreement shall only apply if confirmed in writing by the Seller in the offer or contract.

### 2. OFFER AND OBJECT OF SUPPLY:

- The Seller shall provide the Buyer with a quotation containing the quantity, price and estimated delivery time according to the product specification in the Buyer's inquiry.
- All offers made without a corresponding written order from the Buyer shall be non-binding on the Seller.
- The Seller guarantees the terms from the offer or quotation only if the order is accepted and within the validity period of the offer or quotation.
- After the Buyer submits an inquiry, they will receive an order confirmation. The Seller may also inform the Buyer if the order is rejected.
- If the Seller delivers the goods within 8 days of receiving the order, the issued invoice shall also serve as the order confirmation.
- The technical drawings, data from the catalogue and other attachments included with the offer are binding for the Seller only if explicitly specified in the order.
- The drawings and documents attached to the offer are for the Buyer's personal use only and may not be reproduced or made accessible to third parties without the Seller's explicit permission.

### 3. PRICES:

- The prices are gross, expressed in EUR (euros), and do not include value-added tax (VAT).
- Prices are valid EXW warehouse of the seller.
- Goods for which the Seller confirms the order must be delivered at the price applicable at the time of the order, except in the case of a significant increase in production costs and changed circumstances. The agreed price is subject to the conditions agreed in the order confirmation. The Seller shall be entitled to change the price and delivery terms in the event of any change in the quantities, plans, method of delivery or acceptance, specific characteristics, delays and postponements by the Buyer. The Seller is also entitled to reimbursement of all incurred costs (including costs due to multiple work arrangements in the process) and any potential damages resulting from subsequent changes to the Buyer's order.
- All obligations in the country of the Buyer, the recipient of the goods, including taxes, customs, fees, etc., shall be at the Buyer's expense, unless otherwise agreed in the order confirmation.
- Additional charges apply for transport packaging, transport and insurance. In the event of an increase in transport costs, the increased costs will be charged to the Buyer immediately.
- If, after confirmation of the order, production costs increase significantly due to general economic conditions (e.g. increase in raw material and energy prices, exchange rate increase of more than 5%), the Seller reserves the right to increase the price proportionally.
- Obvious errors in the price quoted in the offer or in the confirmation of the order shall not oblige the Seller to supply the goods at the price quoted.

### 4. DELIVERY PERIOD:

- The delivery period starts from the date of confirmation of the order, but not before any ambiguities relating to the order have been clarified.
- The delivery date is the day the goods are dispatched from the Seller's warehouse or the day the Buyer is notified that the goods are ready for pickup.
- The Seller reserves the right to make early or partial deliveries.
- The confirmed delivery period may be extended in the event of factors beyond

our control, such as subsequent changes in technical requirements, changes in the order, war, major breakdowns in the factory, strikes, natural disasters, delays in delivery times with our suppliers, etc. The extension of the delivery time is equal to the duration of the force majeure and the time needed to restart production.

### 5. TECHNICAL ACCEPTANCE OF THE GOODS:

- The place, time and procedure for technical acceptance of the goods must be agreed before the expiry of the delivery period. The costs of the technical acceptance shall be borne by the Seller.
- If the Buyer fails to collect the goods within the agreed time, the Seller may dispatch or store the goods at the Buyer's expense and risk.

### 6. DISPATCH OF GOODS AND TRANSFER OF RISK:

- The place of delivery for the dispatch of the goods shall be the warehouse of INO Brežice d.o.o., Krška vas 34B, 8262 Krška vas.
- Handover hours are every working day, Monday to Friday, from 7am to 2pm.
- Goods ready for dispatch must be collected by the Buyer within 5 days of written notice to the Buyer. If the Buyer fails to take delivery of the goods within the time limit, the Seller may, at the Buyer's expense and risk, dispatch the goods to the Buyer's address.
- Upon handing over the goods to the carrier, freight forwarder, or directly to the Buyer, or one week after the beginning of storage in a public warehouse, the risk of loss or damage to the goods is transferred to the Buyer.
- The Buyer shall provide a suitable place and tools for unloading the delivered material. If the required conditions are not met, the Seller is entitled to charge the Buyer for the incurred costs.

### 7. PAYMENT TERMS:

- The payment period is 30 calendar days from the date of invoice.
- In the event of different payment terms set out in the order confirmation or in the contract concluded between the Seller and the Buyer, the terms set out in the order confirmation or in the contract shall prevail.
- The payment date is the day when the full invoice amount is transferred to our business account.
- A potential complaint by the Buyer regarding the quality or quantity of the goods does not automatically extend the payment deadline. Only if the complaint is acknowledged by the Seller, the payment deadline may be extended until the complaint is resolved.
- In the event of late payment, the Seller shall charge statutory interest on late payment.
- The Seller reserves the right to change the confirmed delivery and payment terms for the currently ordered goods or even to terminate the contract due to breaches of payment deadlines for already delivered goods.
- If the Buyer is late in fulfilling any payment obligations to the Seller, the entire remaining debt becomes immediately due for payment. In this case, the Seller is entitled to request the return of unpaid goods, and the Buyer is obliged to deliver them to the Seller's warehouse; otherwise, the Seller may seize them from the Buyer. In the event of non-fulfillment of payment obligations, the Buyer has no right to possession or ownership.
- The Seller has the right to demand an advance payment for the material if the delivery period is changed due to reasons attributable to the Buyer.

### 8. RESERVATION OF OWNERSHIP:

- All delivered goods remain the property of the Seller until the Buyer's obligations related to the delivered goods, including any reminder fees and late payment interest, are fully met.
- The Buyer may only sell the goods delivered once it has settled all its obligations to the Seller.
- If the Buyer sells the goods before the payment period, the Buyer must transfer the resulting claims against their customer to the Seller up to the amount of the sale price of the goods and is liable to the Seller for damages.
- The costs of recovery or seizure incurred due to the Buyer's failure to fulfill obligations shall be borne by the Buyer.

- In the event of a seizure of goods containing the Seller's products by a third party, the Buyer must immediately inform the third party of the reservation of ownership clause.

#### 9. A GUARANTEE ON THE QUALITY OF DELIVERIES:

- The Seller guarantees the integrity of the supplier's goods in accordance with the data from the catalogue or specifically agreed requirements.
- The Buyer must report any quantity or quality discrepancies in the delivered goods in writing immediately, and no later than five days after receipt of the goods, to the email address [sales@inobrezice.si](mailto:sales@inobrezice.si).
- In the case of prior technical acceptance in accordance with Section 5 of General Sales and Payment Terms, the Buyer is not entitled to subsequent complaints about the goods, except in the case of hidden defects.
- At the Seller's request, the Buyer must immediately return the complained goods for the purpose of determining the validity of the complaint. Failure to do so will result in the Buyer losing the right to repair or replacement.

#### 10. WARRANTY CONDITIONS:

- The Seller provides a warranty period of 24 months from the date of delivery for the delivered goods, or a shorter period in the case of test machines/parts, which starts from the date of manufacture.
- In the event of a delay in collecting the goods due to the Buyer's fault, the warranty period begins on the day the Buyer falls into delay.
- The Seller does not acknowledge the warranty for damages or interruptions to the goods resulting from non-compliance with the Seller's instructions, improper use, incorrect connection, natural wear and tear, incorrect settings, or working conditions that do not comply with the intended ones.
- All warranty claims must be submitted in writing via email to [sales@inobrezice.si](mailto:sales@inobrezice.si), with clear information on the type of defect, the time the defect occurred, and the data necessary for product identification.
- In the event of a justified complaint, the Seller undertakes to repair or replace the goods complained of free of charge and as soon as possible within the warranty period. The place for resolving complaints is generally at the Seller's premises, but by agreement, it can also be at the Buyer's location or with the representative or authorized service provider.
- The costs of any shipment of the goods from the Buyer to the Seller and vice versa shall be borne by the Seller, but the Buyer must notify the Seller in advance of the shipment of the Goods and obtain the Seller's consent to bear the costs.
- The Seller will not reimburse the costs of repairs by the Buyer, unless specifically agreed.
- In the event of unjustified claims, the Buyer is obliged to reimburse the Seller for all costs incurred in establishing the validity of the claim.

#### 11. COMPENSATION FOR DAMAGES:

- The Buyer is not entitled to compensation for damages if they involve personal injury, damage to items not included in the delivery, or loss of profit. This refers to damages that occur because of defects in the delivered products.
- If the products ordered by the Buyer have a significant impact on the safety of the machine in which they are installed, the Buyer must inform the Seller in writing.
- For goods manufactured according to the technical documentation and instructions of the Buyer, the Seller assumes no liability for the correctness, reliability and safety of operation.

#### 12. FORCE MAJEURE:

- Circumstances such as force majeure, actions by public authorities and other events that cannot be prevented, eliminated or avoided, i.e. circumstances beyond the control of the contracting party, shall be considered as impossibilities of performance for which the seller is not liable. Force majeure is defined as a shortage of material on the world market or a delay by the supplier.
- If the fulfillment of contractual obligations becomes difficult or impossible due to such circumstances, the obligation is suspended for the period during which its fulfillment is difficult or impossible, provided that the circumstances could not have been prevented, eliminated, or avoided. Such circumstances shall excuse the contracting party from performance and liability for damages for non-performance of its contractual obligations during that period.
- The party claiming impossibility of performance must prove the existence of such circumstances which exclude its liability and notify the other party as soon as it becomes aware of the existence of such circumstances. In the same way, the contracting party must notify the other contracting party of the cessation of the circumstances that led to the impossibility of performance. If the counterparty is not adequately and promptly notified, the party claiming impossibility of performance shall be liable for damages.
- Impossibility of performance under this provision is assessed in accordance with applicable law and case-law.
- The Seller shall not be liable for any delay in performance or for any failure to perform its obligations under this contract to the extent that the delay in performance or failure to perform is due to causes beyond its reasonable control and without fault or negligence, including, without limitation, the inability of suppliers, subcontractors, or the Seller to perform their obligations hereunder, provided that the Seller gives the Buyer prompt written notice giving full particulars of the occurrence and the reasons therefor. The dates of performance shall be extended by the time lost due to the occurrence of such reasons, if the parties to the contract still have an interest.

Krška vas, 17. 6. 2024